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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

This Document Relates to: All Cases

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A, Hon. David O. Carter

**JOINT DECLARATION OF
DANIEL S. ROBINSON, TINA
WOLFSON, ABBAS
KAZEROUNIAN, STEPHEN G.
LARSON, AND GARY M.
KLINGER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: January 13, 2025
Time: 8:30 a.m.
Courtroom: 10A

1 We, Daniel S. Robinson, Tina Wolfson, Abbas Kazerounian, Stephen G. Larson,
2 and Gary M. Klinger, declare as follows:

3 1. I, Daniel S. Robinson, am an attorney duly licensed to practice before all
4 courts of the State of California as well as other federal courts across the country. I am
5 a partner of the law firm Robinson Calcagnie, Inc. (“RC”) and I have been appointed
6 to leadership positions in numerous state and federal courts, including in other data
7 breach cases and in complex and multi-district consumer class action litigation.
8 Attached as **Exhibit 1** is a true and correct copy of RC’s firm resume, which includes
9 the curriculum vitae of Daniel S. Robinson.

10 2. I, Tina Wolfson, am an attorney duly licensed to practice before all courts
11 of the State of California as well as other federal courts across the country. I am a
12 partner of the law firm Ahdoot & Wolfson, PC (“AW”) and I have been appointed to
13 leadership positions in numerous state and federal courts, including in other data breach
14 cases and in complex and multi-district consumer class action litigation. Attached as
15 **Exhibit 2** is a true and correct copy of AW’s firm resume.

16 3. I, Abbas Kazerounian, am an attorney duly licensed to practice before all
17 courts of the State of California as well as other state and federal courts across the
18 country. I am a partner of the law firm Kazerouni Law Group, APC (“KLG”), and I
19 have been appointed to leadership positions in numerous state and federal courts,
20 including in other data breach cases and in complex and multi-district consumer class
21 action litigation. Attached as **Exhibit 3** is a true and correct copy of KLG’s firm
22 resume, which includes the curriculum vitae of Abbas Kazerounian.

23 4. I, Stephen G. Larson, am an attorney duly licensed to practice before all
24 courts of the State of California as well as other state and federal courts across the
25 country. I am a partner of the law firm Larson, LLP (“Larson”), and I have been
26 appointed to leadership positions in numerous state and federal courts, including in
27 other data breach cases and in complex and multi-district consumer class action
28 litigation. Attached as **Exhibit 4** is a true and correct copy of Larson’s firm resume,

1 which includes the curriculum vitae of Stephen G. Larson.

2 5. I, Gary M. Klinger, am an attorney duly licensed to practice before all
3 courts of the State of Illinois as well as other state and federal courts across the country.
4 I am a partner of the law firm Milberg Coleman Bryson Phillips Grossman, PLLC
5 (“Milberg”), and I have been appointed to leadership positions in numerous state and
6 federal courts, including in other data breach cases and in complex and multi-district
7 product consumer class action litigation. Attached as **Exhibit 5** is a true and correct
8 copy of Milberg’s firm resume.

9 6. We are Interim Co-Lead Counsel for Plaintiffs in the above-captioned
10 case. This declaration supports Plaintiffs’ Unopposed Motion for Preliminary
11 Approval of Class Action Settlement (“Motion”) with Defendant loanDepot, Inc.
12 (“loanDepot” or “Defendant”) on a nationwide, class basis.

13 7. As discussed below, we believe the proposed Settlement provides an
14 adequate recovery in a case presenting novel and complex issues and substantial risks,
15 and presents a fair, reasonable, and adequate result for the Class. While Plaintiffs are
16 confident they would succeed if this case proceeded to trial, and they would be able to
17 prove that loanDepot’s inadequate security was the cause of the Data Breach and of
18 Plaintiffs’ alleged damages, Plaintiffs lack confidence that loanDepot would be able to
19 pay more than they are paying in this Settlement after analyzing loanDepot’s financial
20 condition and determining it has a serious risk of insolvency.

21 8. This declaration explains the bases for the proposed Settlement, including
22 the significant relief it affords the Settlement Class. Except as otherwise noted, we have
23 personal knowledge of the facts in this declaration and could testify to them if called
24 on to do so.

25 ///

26 ///

27 ///

28 ///

1 9. A true and correct copy of the Settlement Agreement¹ is filed concurrently
2 herewith. Attached to the Settlement Agreement are the following exhibits, the form
3 and substance of which have been agreed to by the Parties and are submitted with the
4 Motion for the Court's approval:

5 Exhibit A: Claim Form

6 Exhibit B: Proposed Final Approval Order

7 Exhibit C: Proposed Judgment

8 Exhibit D: Long Form Notice

9 Exhibit E: Proposed Preliminary Approval Order

10 Exhibit F: Summary Notice (nationwide class version and subclass version)

11 10. The proposed Settlement is the result of good faith, arm's length
12 settlement negotiations, conducted during a full-day in-person mediation session
13 before the Honorable Jay C. Gandhi (Ret.) of JAMS on June 6, 2024, which resulted
14 in the Parties ultimately agreeing to a settlement in principle on June 14, 2024. The
15 Settlement is also a product of extensive subsequent negotiation efforts between
16 counsel to finalize the Settlement Agreement.

17 11. Pursuant to the Settlement, Defendant will pay \$25 million into a non-
18 reversionary common Settlement Fund that will be used to make direct cash payments
19 to Settlement Class Members, including additional payments to California residents
20 for their claims under the California Consumer Privacy Act, Cal. Civ. Code §§
21 1798.150, *et seq.* ("CCPA"), to provide Financial Monitoring and Identity Theft
22 Insurance Services to Participating Settlement Class Members, to cover Administrative
23 Expenses, to pay Service Awards to Class Representatives approved by the Court, and
24 to pay any Fee Award and Costs approved by the Court. The Settlement includes
25 remedial efforts and business practices changes taken by loanDepot following the Data
26

27
28 ¹ Capitalized terms have the meanings as the defined terms set forth in the Settlement Agreement unless defined otherwise.

1 Breach, which are estimated to have cost loanDepot \$9,341,000.00, which will benefit
2 all Settlement Class Members irrespective of whether they file a claim.

3 12. As explained below, given the amount of the Settlement Fund, the
4 provision of two years of Financial Monitoring and Insurance Services to Participating
5 Settlement Class Members, and the improvements to Defendant's data security
6 practices that resulted from this Action, Plaintiffs and proposed Class Counsel's
7 current estimation of the total value of the Settlement Benefits made available to the
8 Settlement Class is likely in excess of \$86 million.

9 **Litigation Background**

10 13. loanDepot is an Irvine, California-based nonbank holding company and
11 the nation's fifth largest retail mortgage lender, funding more than 27,000 consumer
12 mortgages per month.

13 14. The litigation arose after loanDepot issued announcements or press
14 releases through its website, submitted filings to the U.S. Securities and Exchange
15 Commission (SEC), and began sending notice letters in early 2024 alerting Plaintiffs
16 and the Settlement Class that the personal information of approximately 16.9 million
17 customers was allegedly accessed and exfiltrated by unauthorized parties from
18 loanDepot's systems in a cyber incident.

19 15. Specifically, according to loanDepot's announcement made on or around
20 January 8, 2024, between January 3-5, 2024, an unauthorized third party gained access
21 to loanDepot's systems during the Data Breach, including certain sensitive PII stored
22 in those systems. The PII included Plaintiffs' and putative class members' names,
23 addresses, email addresses, financial account numbers, Social Security numbers, phone
24 numbers, and dates of birth.

25 16. Following the Data Breach announcement, 20 putative class action
26 complaints were filed against loanDepot. The vast majority of Plaintiffs' counsel in
27 these cases self-organized and cooperated, ultimately proposing that the Court appoint
28 Interim Class Counsel in accordance with Rule 23(g). On April 17, 2024, the Court

1 appointed Daniel S. Robinson of RC, Tina Wolfson of AW, Abbas Kazerounian of
2 KLG, Stephen G. Larson of Larson, and Gary M. Klinger of Milberg as Interim Co-
3 Lead Counsel. Dkts. 53, 55.

4 17. On June 3, 2024, Plaintiffs filed a Consolidated Class Action Complaint
5 against loanDepot alleging claims for (1) negligence, (2) breach of express contract,
6 (3) breach of implied contract, (4) invasion of privacy, (5) violations of the CCPA, (6)
7 violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200,
8 *et seq.* (“UCL”), (7) violations of the California Consumer Records Act, Cal. Civ. Code
9 §1798.80, *et seq.* (“CCRA”), (8) violations of the California Consumer Legal
10 Remedies Act, Cal. Civ. Code § 1750, *et seq.*, (9) violations of the Florida Deceptive
11 and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.*, (10) violations of the New
12 York Deceptive Trade Practices Act, New York Gen. Bus. Law § 349, (11) violations
13 of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp.
14 Stat. § 505/1, *et seq.*, (12) violation of the Arizona Consumer Fraud Act, Ariz. Rev.
15 Stat. § 44-1521, *et seq.*, (13) violation of the Colorado Consumer Protection Act, Colo.
16 Rev. Stat. § 6-1-101, *et seq.*, (14) violation of the Maine Uniform Deceptive Trade
17 Practices Act, 10 Me. Rev. Stat. § 1212, *et seq.*, (15) violation of the North Carolina
18 Unfair Trade Practices Act, N.C. Gen. Stat. An. §75-1, 1, *et seq.*, and (16) declaratory
19 and injunctive relief. Dkt. 69.

20 **Settlement Negotiations and Mediation**

21 18. The Parties began extensive arm’s-length settlement negotiations and on
22 June 6, 2024, participated in a full-day mediation session before JAMS mediator Judge
23 Gandhi.

24 19. In advance of the mediation, the Parties voluntarily exchanged
25 information and prepared and exchanged extensive mediation briefs. Although the
26 Parties were unsuccessful in reaching a resolution at mediation, they continued to
27 engage in arms-length discussions through Judge Gandhi, which ultimately resulted in
28 an agreement on the general contours of a settlement.

1 20. On June 26, 2024, the Parties entered a Joint Stipulation to Extend
2 Deadline to Respond to the Complaint, in which they informed the Court of the
3 settlement in principle and requested 90 days for the parties to engage in confirmatory
4 discovery, enter into a formal Settlement Agreement, and file a motion for preliminary
5 approval.

6 21. Since then, the Parties worked on and exchanged multiple drafts of the
7 Settlement Agreement and related documents and focused on resolving disagreements
8 concerning the terms of the Settlement Agreement.

9 22. Plaintiffs also received confirmatory discovery from loanDepot
10 concerning the cause and scope of the Data Breach, loanDepot's notification thereof,
11 loanDepot's remedial efforts following the Data Breach, and loanDepot financial
12 condition, in the form of a Federal Rule of Civil Procedure 30(b)(6) deposition and
13 written discovery.

14 23. Further, Plaintiffs secured and compared multiple bids from competing
15 settlement administrators and financial monitoring companies and worked through the
16 process to select the administrator and product best suited for this Settlement. As a
17 result, Plaintiffs maximized the amount that would be available to the Settlement Class
18 for payment of claims by minimizing Administrative Expenses while confirming that
19 the administration and Notice Plan complied with all rules and due process
20 requirements.

21 24. While the Parties' settlement negotiations were at all times hard fought
22 and professional, they were marked by significant factual and legal disputes impacting
23 the value of the case.

24 25. At all times the negotiations were at arm's-length and free of collusion.
25 Attorneys' fees, litigation costs and expenses, and Service Awards for the named
26 Plaintiffs were not discussed until after the class relief was agreed to in principle, with
27 the Parties only negotiating during the mediation the total amount of the non-
28 reversionary Settlement Fund from which any potential Fee Award and Costs or

1 Service Awards will be paid. After reimbursement of costs and payment of fees to
2 Plaintiffs' Counsel, Class Counsel have agreed to divide any attorney fee award evenly
3 amongst themselves.

4 **Settlement Benefits**

5 26. The proposed Settlement provides for a non-reversionary cash Settlement
6 Fund of \$25 million to provide meaningful relief, including cash payments to
7 Settlement Class Members. The Settlement Fund shall be used by the Settlement
8 Administrator to pay for (i) all Administrative Expenses; (ii) any Taxes; (iii) the cost
9 of the Financial Monitoring and Insurance Services; (iv) any Monetary Payments, Out-
10 of-Pocket Costs Payments, and California Subclass Payments; (v) any court-approved
11 Service Awards; (vi) any court-approved attorneys' fees and costs; and (vii) any other
12 Settlement Benefits.

13 27. Each Participating Settlement Class Member who submits a valid claim
14 is eligible to receive two years of Financial Monitoring and Identity Theft Protection.

15 28. Each Participating Settlement Class Member is eligible to receive a cash
16 payment of up to \$5,000 for reimbursement of Out-of-Pocket Costs that are fairly
17 traceable to the Data Breach. Claims for Out-of-Pocket Costs must relate to any
18 identity theft and fraud fairly traceable to the alleged Data Breach, incurred on or after
19 January 3, 2024, and be supported by Reasonable Documentation.

20 29. Each Participating Settlement Class Member will receive a payment from
21 the Settlement Fund for the alleged damages they suffered as a result of having their
22 PII disclosed during the alleged Data Breach. The payment amount will depend on the
23 participation rate for the Settlement and the amount will be each Participating
24 Settlement Class Member's pro rata share of the remaining Net Settlement Fund, after
25 all other Settlement Benefits have been paid for out of the Remaining Net Settlement
26 Fund, including payment for all claims for Financial Monitoring, Out-of-Pocket Costs
27 Payments, and California Subclass Payments.

28 30. In addition, each Participating Settlement Class Member that is part of the

1 California Subclass will receive a separate payment to compensate them for the
2 statutory damages available under the CCPA (i.e., not less than \$100 and not greater
3 than \$750 per consumer per incident) (“California Subclass Payment”). The California
4 Subclass Payment amount will be each Participating Settlement Class Member of the
5 California Subclass’ pro rata share of the California Subclass Settlement Fund, which
6 is \$3,650,000. Under no circumstances shall the California Subclass Payment exceed
7 \$150 per member of the California Subclass.

8 31. If the Monetary Payment to each Participating Settlement Class Member
9 receiving that benefit or the California Subclass Payment to each Participating
10 Settlement Class Member were to be less than Three Dollars and No Cents (\$3.00), no
11 Monetary Payments or California Subclass Payments will be made and the Parties will
12 instead meet and confer on how to disperse the remaining Net Settlement Fund and
13 present the plan to the Court for approval.

14 32. To the extent any monies remain in the Net Settlement Fund or California
15 Subclass Settlement Fund more than 180 days after distribution of the Settlement
16 Payments, any funds remaining in the California Subclass Settlement Fund will be
17 returned to the Net Settlement Fund and a subsequent Settlement Payment will be
18 evenly made to all Participating Settlement Class Members with Approved Claims who
19 cashed or deposited the initial payment they received, provided that the subsequent
20 Settlement Payment amount is equal to or greater than three dollars and no cents
21 (\$3.00).

22 33. Subject to Court approval, any remaining funds after that will be
23 distributed to the Non-Profit Residual Recipient, the Electronic Frontier Foundation, a
24 26 U.S.C. § 501(c)(3) non-profit organization whose work relates directly to the subject
25 matter of the Action and benefits Class Members.

26 34. In addition to monetary relief, and as a result of this Action, loanDepot
27 has agreed the Class Representatives, Class Counsel, and this litigation were a
28 motivating factor for certain remedial efforts and business practices changes taken by

1 loanDepot following the Data Breach, including but not limited to enhancements in
2 data management, identity protection, cloud security and threat detection capabilities,
3 which are estimated to have cost loanDepot \$9,341,000.00

4 35. Class Counsel's conservative estimation of the total value of the
5 Settlement Benefits offered to the Proposed Class is in excess of \$86 million. This is
6 based on (1) the \$25 million Settlement Fund, (2) the provision of at least two years of
7 Financial Monitoring and Identity Theft Insurance Services to Class Members with a
8 retail value of \$12.95 per month (or a total of \$310.80 per two-year subscription), and
9 (3) certain remedial efforts and business practices changes taken by loanDepot
10 following the Data Breach, including but not limited to enhancements in data
11 management, identity protection, cloud security and threat detection capabilities,
12 which are estimated to have cost loanDepot \$9,341,000.00.

13 36. The value of the Financial Monitoring and Insurance Services component
14 is \$52,599,813 for every 1% of Class Members receiving that service (before deducting
15 the cost of the service). This calculation is based on 16,924,007 Settlement Class
16 Members nationwide and a retail value of \$310.80 per two-year subscription.

17 37. For example, if 1% of the Settlement Class receives the Financial
18 Monitoring and Insurance Services, the total value of the Settlement Benefits will be
19 \$86,607,410.82 (again, before deducting the cost of Financial Monitoring and
20 Insurance Services).

21 38. Therefore, the value of the Settlement Benefits offered is likely to exceed
22 \$86 million.

23 **Notice Plan**

24 39. Notice will be provided via email to all Settlement Class Members for
25 whom loanDepot has email address information. A reminder email will be sent within
26 21 days of the initial email providing Notice. To the extent an email is confirmed
27 undeliverable, the Settlement Administrator will promptly mail postcard notice to that
28 Class Member, unless there is no mailing address for that individual on the Settlement

1 Class List.

2 40. Plaintiffs have been informed that the Settlement Class List will have
3 email addresses for approximately 92.4% of the Settlement Class Members.

4 41. Additionally, Summary Notice will be sent via U.S. mail to all Settlement
5 Class Members for whom loanDepot does not have email address information. The
6 Summary Notice will include the URL for the Settlement Website
7 (www.loanDepotBreachSettlement.com), which will post the Claim Form for online
8 submission.

9 42. Notice of any changes to the Final Approval Hearing and notice of entry
10 of final judgment will be provided on the Settlement Website.

11 43. The Notice Plan contemplated by the Settlement provides the best
12 practicable method to reach Settlement Class Members and is consistent with other
13 class action notice programs that have been approved by various courts for similarly
14 situated matters. Direct notice to the Settlement Class by email and U.S. mail easily
15 meets due process standards.

16 **Proposed Class Counsel's Qualifications**

17 **Daniel S. Robinson of Robinson Calcagnie, Inc.**

18 44. As indicated by Mr. Robinson's firm resume attached hereto as **Exhibit**
19 **1**, Daniel S. Robinson has extensive experience in prosecuting complex data breach
20 class actions. Daniel S. Robinson is a partner at Robinson Calcagnie, Inc., in Newport
21 Beach, California, specializing in class actions and other complex litigation. His
22 professional experience as lead counsel in consumer protection and data breach cases
23 makes him qualified to serve as Class Counsel in this case. Mr. Robinson as Co-Lead
24 Counsel has already demonstrated (1) a willingness and ability to commit to the time-
25 consuming nature of this case; (2) a history of working cooperatively and respectfully
26 with others proposed as Class Counsel in this case; and (3) an intimate familiarity with
27 overseeing the preliminary approval and Settlement process, stemming, in part, from
28 his prior experience involving other cases with statutory damages.

1 45. Mr. Robinson has been appointed to leadership positions in numerous
2 state and federal courts, including in other data breach cases. In his appointments as
3 Class Counsel in *Hellyer v. Smile Brands, Inc.*, No. 8:21-cv-01886-DOC-ADS (C.D.
4 Cal.), *Ambry Genetics Data Breach Litigation*, No. 20-cv-00791-CJC-KES (C.D.
5 Cal.), *In re Experian Data Breach Litigation*, Case No. 8:15-cv-01592-AG (C.D. Cal.),
6 and *In re 21st Century Oncology Customer Data Sec. Breach Litig.*, 8:16-md-2737-
7 MSS-AEP (M.D. Fla.), which resulted in settlements valued in excess of \$15 million,
8 \$20 million, \$39 million, and \$12.5 million, respectively, Mr. Robinson demonstrated
9 a personal commitment to be directly involved in these cases, including personally
10 conducting discovery and overseeing the settlement process for each case.

11 46. Mr. Robinson was also appointed as Additional Settlement Class Counsel
12 in the federal action of *In Re: Yahoo! Inc. Customer Data Security Breach Litigation*,
13 Case No. 5:16-md-02752-LHK (N.D. Cal.), and Interim Co-Lead Counsel in the
14 parallel state court action of *Yahoo! Inc. Private Information Disclosure Cases*, JCCP
15 No. 4895 (Super. Ct. Cal.), which resulted in a \$117.5 million settlement—one of the
16 largest data breach settlements to date. Mr. Robinson is also one of few attorneys in
17 the country who have successfully certified a class in a data breach case after contested
18 briefing, through his service as Class Counsel in *St. Joseph Health System Medical*
19 *Information Cases*, JCCP No. 4716 (Super. Ct. Cal.), which resulted in a landmark
20 settlement weeks before trial, valued in excess of \$39.5 million for just over 31,000
21 patients.

22 47. Over the course of his career, Mr. Robinson has negotiated case
23 management orders with opposing counsel, drafted briefs, pleadings, and discovery,
24 taken and defended depositions, interviewed, retained, and worked with experts,
25 facilitated filings, monitored billing, and negotiated and oversaw settlements through
26 final approval. He has demonstrated his commitment as a member of the Plaintiffs'
27 Steering Committee in *In re Marriott International Customer Data Security Breach*
28 *Litigation*, MDL 2879 (D. Md.), as Class Counsel in *Flores v Don Roberto Jewelers*,

1 *Inc.*, 30-2021-01212035-CU-NP-CXC (finally approved settlement valued in excess
2 of \$4.5 million for 185,519 class members) and *In re Planned Parenthood Los Angeles*
3 *Data Incident Litigation*, Case No. 21-CV-44106) (finally approved settlement valued
4 in excess of \$22 million for 409,437 class members), and as Interim Co-Lead Counsel
5 in *Tsvetanova v. Regents of the University of California*, Case No. 37-2021-00039888-
6 CU-NP-CTL (Super. Ct. Cal.) (settlement in principle reached). If appointed as Class
7 Counsel, Mr. Robinson will provide the same level of commitment and coordination
8 with co-counsel to the case as he has done in each of his prior appointments.

9 48. Mr. Robinson was also appointed as Class Counsel in *In re Ring LLC*
10 *Privacy Litigation*, Case No. 19-CV-10899 MWF (RAOx), and *Dodge v. PHH*
11 *Corporation, et al.*, 8:15-CV-01973-FMO-AFM (C.D. Cal.); Lead Settlement Class
12 Counsel in *Blue Cross of California Website Security Cases*, JCCP No. 4647 (Super.
13 Ct. Cal.); Co-Lead Counsel in *Risperdal®* and *Invega®* Product Liability Cases, JCCP
14 No. 4775 (Super. Ct. Cal.); Plaintiffs' Executive Committee Member in *In re Biomet*
15 *M2a Magnum Hip Implant Products Liability Litigation*, MDL No. 2391, and *In re*
16 *Heparin Products Liability Litigation*, MDL No. 1953; Plaintiffs' Steering Committee
17 Member in the *In re Actos Product Liability Cases*, JCCP No. 4696 (Super. Ct. Cal.),
18 *In re Glugagon-Like Peptide-1 Receptor Agonists Products Liability Litigation*, MDL
19 3094 (Hon. Karen S. Marston), and *In re Fosamax/Alendronate Sodium Drug Cases*,
20 JCCP No. 4644 (Super. Ct. Cal.).

21 **Stephen G. Larson of Larson LLP**

22 49. As indicated by Mr. Larson's firm resume attached hereto as **Exhibit 2**,
23 Larson LLP is a boutique litigation firm with 50 lawyers across four offices in the
24 United States and United Kingdom.

25 50. Larson LLP represents plaintiffs and defendants in numerous areas of
26 practice, including appellate litigation, complex civil and class action litigation,
27 antitrust and competition litigation, civil rights litigation, intellectual property
28 litigation, international arbitration, media and entertainment litigation, partnership

1 disputes and securities litigation, real estate litigation, internal investigations and
2 compliance, and white-collar defense and government investigations.

3 51. Larson LLP's representative clients have included Walt Disney Co.,
4 LACERA, Malouf Home, Aimco, Cedars Sinai, City of Hope, CR&R Environmental
5 Services, IBM, HBO, Live Nation Entertainment, FedEx, Korbel Champagne Cellars,
6 Deutsch Family Spirits, Mercer Global Advisors, Cathay Bank, Mission Bank,
7 Eurasian Natural Resources Corporation, Orange County Water District, Majestic
8 Realty Co., Hewlett Packard, Sunrun, and World Oil; several States and Counties;
9 current and former federal, state, and local government officials; and numerous C-suite
10 executives from Fortune 500 companies.

11 52. Mr. Larson is admitted to practice in California and District of Columbia
12 state courts, as well as before the U.S. Supreme Court, U.S. Court of Appeals for the
13 Federal, First, Eighth, Ninth, Tenth Circuits; U.S. Court of Federal Claims; Court of
14 International Trade; and the U.S. District Court for the Central, Eastern, Northern, and
15 Southern District of California.

16 53. As a federal judge for nearly a decade, Mr. Larson adjudicated over a
17 thousand cases, including:

- 18 • *United States v. Nazario*: a Military Extraterritoriality Jurisdiction Act case
19 involving U.S. Marines accused of manslaughter during the battle of Fallujah
- 20 • *United States v. Duro*: a dispute involving the U.S. Bureau of Indian
21 Affairs' efforts to close a major migrant worker camp on the Torres Martinez Indian
22 Reservation in the Coachella Valley; and
- 23 • *Siegel v. Warner Bros. Entertainment, Inc.*: a dispute regarding the
24 determination of ownership of copyrights related to Superman.

25 54. As a Partner in private practice, numerous courts have relied on Mr.
26 Larson's experience on the federal bench to resolve complex discovery disputes. Mr.
27 Larson has been appointed as a Special Master and Discovery Referee in numerous
28 matters, including the California State Court Opioid litigation (appointed by Judge
Peter Wilson, Orange County Superior Court) and the JUUL Marketing MDL
(appointed by Judge William Orrick, Northern District of California).

1 55. In the last several years, Mr. Larson has helped obtain over \$500 million
2 in recoveries for clients (plaintiffs and defendants) in an array of complex disputes.
3 These recoveries include a \$154 million settlement in *In Re: Snap Inc. Securities*
4 *Litigation*, No. 2:17-cv-03679; \$65 million from San Bernardino County for civil
5 rights claims involving allegations of a retaliatory investigation and malicious
6 prosecution in *Colonies Partners LP v. County of San Bernardino*, No. 5:18-cv-00420;
7 \$65 million from a regional healthcare provider and its founder in *United States ex rel.*
8 *Karin Berntsen v. Prime Healthcare Services, Inc.*, et al., No. 11-cv-08214; and over
9 \$40 million for the State of Arizona and the State of Oklahoma from Volkswagen AG,
10 et al. as a result of the “clean diesel” scandal.

11 56. Most recently, Larson LLP, as co-lead class counsel, recovered \$95
12 million for class plaintiffs in *Gutierrez, Jr. et al. v. Amplify Energy Corp.* et al. No.
13 8:21-cv-01628, the lawsuit arising from the pipeline break and oil spill of the coast of
14 Southern California.

15 **Tina Wolfson of Ahdoot & Wolfson PC**

16 57. In March 1998, Robert Ahdoot and I founded AW, now a nationally
17 recognized law firm that specializes in complex and class action litigation, with a focus
18 on privacy rights, consumer fraud, anti-competitive business practices, employee
19 rights, defective products, civil rights, and taxpayer rights. The attorneys at AW are
20 experienced litigators who have often been appointed by state and federal courts as
21 lead class counsel, including in multidistrict litigation. In over two decades of its
22 existence, AW has successfully vindicated the rights of millions of class members in
23 protracted, complex litigation, conferring hundreds of millions of dollars to the victims,
24 and affecting real change in corporate behavior. A copy of AW firm’s resume is
25 attached hereto as **Exhibit 3**.

26 58. AW has been on the cutting edge of privacy litigation since the late 1990s,
27 when its attorneys successfully advocated for the privacy rights of millions of
28 consumers against major financial institutions based on the unlawful compilation and

1 sale of detailed personal financial data to third-party telemarketers without consumers’
2 consent. While such practices later became the subject of Gramm-Leach-Bliley Act
3 regulation, they were novel and hidden from public scrutiny at the time AW was
4 prosecuting them. Our work shed light on how corporations and institutions collect,
5 store, and monetize mass data, leading to governmental regulation.

6 59. AW has been at the forefront of privacy-related litigation since then and
7 its efforts have also shaped privacy law precedent. For example, as lead counsel in
8 *Remijas v. Neiman Marcus Group, LLC*, No. 14-cv-1735 (N.D. Ill.) (Hon. Sharon
9 Johnson Coleman), AW successfully appealed the trial court’s order granting a motion
10 to dismiss based on lack of Article III standing. The Seventh Circuit’s groundbreaking
11 opinion, now cited routinely in briefing on Article III and data breach standing, was
12 the first appellate decision to consider the issue of Article III standing in data breach
13 cases in light of the Supreme Court’s decision in *Clapper v. Amnesty International*
14 *USA*, 568 U.S. 398 (2013). The Seventh Circuit concluded that data breach victims
15 have standing to pursue claims based on the increased risk of identity theft and fraud,
16 even before that theft or fraud materializes in out-of-pocket damages. *Remijas v.*
17 *Neiman Marcus Group, LLC*, 794 F.3d 688 (7th Cir. 2015) (reversed and remanded).

18 60. AW has been appointed lead counsel in numerous complex consumer
19 class actions, including many high-profile data breach and other privacy matters. The
20 following are some examples of class actions that AW has litigated to conclusion or
21 are currently litigating on behalf of clients – either as Class Counsel, proposed Class
22 Counsel or members of a Court appointed Plaintiff Steering Committee (“PSC”):

23 a. *In re Zoom Video Communications, Inc. Privacy Litig.*, No. 5:20-cv-
24 02155-LHK (N.D. Cal.) (Hon. Lucy H. Koh): As co-lead Class Counsel, AW achieved
25 a finally approved \$85 million cash settlement and comprehensive injunctive relief
26 which addressed the privacy issues on which Plaintiffs’ claims were based.

27 b. *Rivera v. Google LLC*, No. 2019-CH-00990 (Ill Cir. Ct.) (Hon. Anna M.
28 Loftus): As co-lead counsel, AW achieved a finally approved \$100 million cash

1 settlement, which included meaningful injunctive relief relating to Google's alleged
2 illegal collection, storage, and use of the biometrics of individuals who appear in
3 photographs uploaded to Google Photos in violation of the Illinois Biometric
4 Information Privacy Act, 740 ILCS 14/1, *et seq.*

5 c. *Experian Data Breach Litig.*, No. 8:15-cv-01592-AG-DFM (C.D. Cal.)
6 (Hon. Andrew J. Guilford): AW achieved a finally approved settlement conservatively
7 valued at over \$150 million, which also provided robust injunctive relief for nearly 15
8 million affected class members.

9 d. *In re Google Location History Litigation*, No. 5:18-cv-05062 (N.D. Cal.)
10 (location tracking) Hon. Edward J. Davila: As co-lead counsel, AW achieved a finally
11 approved \$62 million non-reversionary common fund settlement and robust injunctive
12 relief.

13 e. *In re Ambry Genetics Data Breach Litig.*, No. 8:20-cv-00791 (C.D. Cal.)
14 (data breach) Hon. Cormac J. Carney: As co-lead counsel, AW achieved a settlement
15 conservatively valued at over \$20 million which included robust injunctive relief.

16 f. *Cochran v. The Kroger Co.*, No. 5:21-cv-01887 (N.D. Cal.) (Hon. Edward
17 J. Davila): As co-lead counsel, AW achieved a finally approved \$5 million nationwide
18 settlement that provided monetary relief to class members who were impacted by the
19 Kroger episode of the Accellion FTA data breach. The settlement also provided robust
20 injunctive relief in the form of data security enhancements and business practices
21 changes.

22 g. *Harbour, et al. v. California Health & Wellness Plan, et al.*, No. 5:21-cv-
23 03322 (N.D. Cal.) (Hon. Edward J. Davila): As co-lead counsel, AW achieved a finally
24 approved \$10 million nationwide settlement that provided monetary relief to class
25 members who were impacted by the Health Net episode of the Accellion FTA data
26 breach. This settlement also provided robust injunctive relief.

27 h. *Premiera Blue Cross Customer Data Sec. Breach Litig.*, No. 3:15-md-
28 2633-SI (D. Or.) (Hon. Michael H. Simon): As a member of a five-firm PSC, AW was

1 instrumental in litigating the case through class certification and achieving a
2 nationwide class settlement valued at \$74 million for issues arising from a data breach
3 disclosing the sensitive personal and medical information of 11 million Premera Blue
4 Cross members.

5 i. *Adlouni v. UCLA Health System Auxiliary*, No. BC589243 (Cal. Super.
6 Ct. Los Angeles Cnty.) (Hon. Daniel J. Buckley): As a member of the PSC for patients
7 impacted by a university medical data breach, AW achieved a settlement providing
8 two years of credit monitoring, a \$5,275,000 fund, and robust injunctive relief.

9 j. *U.S. Office of Personnel Management Data Security Breach Litigation*,
10 No. 1:15-mc-1394-ABJ (D.D.C.) (Hon. Amy Berman Jackson): As a member of the
11 Plaintiffs' Steering Committee, AW briefed and argued, in part, the granted motions to
12 dismiss based on standing, and briefed in part the successful appeal to the D.C. Circuit.
13 Judge Jackson recently issued her preliminary approval of a \$60 million settlement in
14 this Action.

15 k. In addition, AW has served or is serving as plaintiffs' counsel in class
16 actions enforcing consumer rights under the Telephone Consumer Protection Act of
17 1991 ("TCPA"), such as *Chimeno-Buzzi v. Hollister Co.*, No. 1:14-cv-23120-MGC
18 (S.D. Fla.) (Hon. Marcia G. Cooke) (class counsel in \$10 million nationwide
19 settlement) and *Melito v. American Eagle Outfitters, Inc.*, No. 1:14-cv-02440-VEC
20 (S.D.N.Y.) (Hon. Valerie E. Caproni) (\$14.5 million nationwide settlement).

21 l. AW has also served as lead counsel in a myriad of other types (non-
22 privacy) of successful class actions, including: *Alvarez v. Sirius XM Radio Inc.*, No.
23 2:18-cv-08605 (C.D. Cal.) Hon. James V. Selna (\$420 million class settlement arising
24 out of alleged breach of contract re subscription services); *Eck v. City of Los Angeles*,
25 No. BC577028 (Cal. Super. Ct.) Hon. Ann Jones. (\$295 million class settlement arising
26 from alleged unlawful electricity use tax); *Lavinsky v. City of Los Angeles*, No.
27 BC542245 (LASC) Hon. Ann Jones (\$91 million class settlement arising from alleged
28 unlawful natural gas use tax); *McKnight v. Uber Technologies, LLC*, No. 3:14-

1 cv005615 (N.D. Cal.) (\$32.5 million class settlement arising from alleged hidden fees);
2 *Pantelyat v. Bank of America*, No. 1:16-cv-8964 (S.D.N.Y.) (\$22 million class
3 settlement arising from alleged unlawful non-sufficient fund fees).

4 61. AW has decades of experience in the prosecution of class actions,
5 including data breach and privacy lawsuits such as this action. Given AW's proven
6 track record of experience and results, and its specific expertise in data privacy class
7 action litigation, it can more than adequately represent the proposed Settlement Class.

8 **Abbas Kazerounian of Kazerouni Law Group APC**

9 62. As indicated by Mr. Kazerounian's firm resume attached hereto as
10 **Exhibit 4**, Mr. Kazerounian's has extensive experience in litigating class actions,
11 including complex data breach class actions. Mr. Kazerounian is a founding partner at
12 Kazerouni Law Group, APC (or "KLG"), based in Costa Mesa, California, specializing
13 in class actions and other complex litigation. Mr. Kazerounian's and KLG's
14 professional experience as lead counsel in consumer protection and data breach cases
15 makes him qualified to serve a Class Counsel in this case. Mr. Kazerounian, as Interim
16 Co-Lead Counsel, has already demonstrated (1) a willingness and ability to commit to
17 the time-consuming nature of this case; (2) a history of working cooperatively and
18 respectfully with others proposed Class Counsel in this case; and (3) an intimate
19 familiarity with overseeing the Settlement process, including those involving statutory
20 payments, stemming, in part, from his prior experience.

21 63. Kazerouni Law Group, APC has a long track record of successfully
22 litigating large-scale consumer and complex actions, with extensive experience
23 litigating data breach and data privacy cases in particular.

24 64. Kazerouni Law Group, APC is among the most experienced data privacy
25 class action firms in the United States, having represented plaintiffs in nationwide class
26 actions and other complex, large-scale litigations for over fifteen years. My firm has
27 prosecuted a significant number of data breach and privacy cases as lead or primary
28 counsel, achieving many successful results in those cases and numerous published

1 decisions. As a partner at Kazerouni Law Group, APC, I have focused my practice on
2 consumer litigation, class actions, and privacy class actions in particular. I have been
3 instrumental in building the privacy and data breach practice at Kazerouni Law Group
4 and accomplishing the many victories Kazerouni Law Group has achieved in this
5 practice area. Exhibit 3 details our achievements in privacy class actions, as well as
6 other California and nationwide consumer class actions.

7 65. Kazerouni Law Group's recent accomplishments and ongoing privacy
8 class actions can be found on its firm resume included in Exhibit 3.

9 66. As indicated in Kazerouni Law Group's firm resume attached hereto as
10 Exhibit 3, Mr. Kazerounian is regarded as a one of the preeminent consumer rights
11 attorneys in Southern California. His depth of experience and knowledge in this
12 practice area along with his trial skills, make Mr. Kazerounian one of the premier
13 advocates within this field of law. Mr. Kazerounian's firm, Kazerouni Law Group, has
14 been responsible for over 650 published opinions, and Mr. Kazerounian has
15 successfully argued before the Ninth Circuit of Appeals on numerous occasions.
16 Specifically, he has presented oral argument before the Ninth Circuit Court of Appeals
17 in several landmark cases, such as *Marks v. Crunch San Diego, LLC*, No. 14-56834
18 (December 6, 2016), with a unanimous published decision in favor of client, *Marks v.*
19 *Crunch San Diego, LLC*, No. 14-56834, 2018 U.S. App. LEXIS 26883 (9th Cir. Sept.
20 20, 2018); *Knutson v. Sirius XM Radio, Inc.*, No. 12-56120 (February 7, 2014); and
21 three times in *Afewerki v. Anaya Law Group*, Nos. 15-55100 (April 7, 2017), 18-56510
22 (May 15, 2019), and 19-56486 (Jan. 21, 2021).

23 67. In 2013, 2014, and 2015 Mr. Kazerounian was selected by his peers as a
24 Rising Star and from 2016-present as a Super Lawyer (a prestigious recognition given
25 to only up to 5 percent of the attorneys in the state). In addition, Mr. Kazerounian has
26 been recognized as one of the Top 50 Orange County Super Lawyers from 2021-
27 present and the Top 100 Southern California Super Lawyers from 2021-present.

28 68. In addition to his experience as a consumer attorney, Mr. Kazerounian is

1 also an adjunct professor at California Western School of Law, where he teaches a
2 consumer law course.

3 69. Kazerouni Law Group's prior experience in data breach class actions in
4 particular includes: *McAfee et al. v. Treasure Island, LLC*, No. A-18-772302-C, 2019
5 Nev. Dist. LEXIS 421 (D. Nev.) (granting final class action settlement approval in data
6 breach action, on May 23, 2019); *Santana, et al. v. Rady Children's Hospital – San*
7 *Diego*, Case No. 37-2014-0002241 (Super. Ct. Cal. Feb. 8, 2019) (finally approved
8 California Confidentiality of Medical Information Act (CMIA) class action that settled
9 shortly before trial, providing approximately 14,100 class members with the benefit in
10 the form of \$6,764,616 of credit monitoring and identity theft protection packages,
11 \$5,000,000 cash payment, and \$1,800,000 in remedial measures, for a total value at
12 over \$13.5 million); Class Counsel in *R.O., et al. v. Rady Children's Hospital – San*
13 *Diego*, Case No. 37-2020-00011841-CU-BT-CTL (California CMIA class action
14 settlement granted final approval on December 10, 2021); Class Counsel in *Newman*
15 *v. JM Bullion, Inc.*, No. BCV-21-100436-BCB (CCPA data breach class action,
16 granted final approval on June 30, 2022); *Kolar v. CSI Financial Services, LLC*, No.
17 37-2021-00030426-CU-NP-CTL (Super. Ct. Cal. Jan. 20, 2023) (data breach class
18 action granted final approval); Class Counsel in *Stoffers v. Dave, Inc.*, No.
19 20STCV35381 (California Consumer Privacy Act (CCPA) data breach class action,
20 granted preliminary approval), Interim Liaison Counsel in *In re Planned Parenthood*
21 *Los Angeles Data Incident Litigation*, Case No. 21CV44106, Interim Co-Lead Counsel
22 in *Hellyer, et al v. Smile Brands Inc., et al.*, 8:21-cv-01886-DOC-ADSx, as well as
23 other pending matters.

24 **Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC**

25 70. Gary M. Klinger is as Senior Partner at the international plaintiffs' class
26 action law firm Milberg. Since Milberg's founding in 1965, it has repeatedly taken the
27 lead in landmark cases that have set groundbreaking legal precedents, prompted
28 changes in corporate governance, and recovered over \$50 billion in verdicts and

1 settlements.² Milberg has been instrumental in obtaining precedent setting decisions at
2 every level, including at the U.S. Supreme Court.³ The firm pioneered federal class
3 action litigation and is widely recognized as a leader in defending the rights of victims
4 of corporate and other large-scale wrongdoing. Milberg has more than 100 attorneys
5 and has offices across the U.S. and the European Union.

6 71. As a Senior Partner at Milberg, Mr. Klinger has extensive experience
7 serving as lead or co-lead counsel in numerous privacy class actions. His privacy
8 practice includes: data breaches, ransomware attacks, unlawful collection and/or
9 disclosure of personal information, and violations of privacy statutes and/or laws, such
10 as the Illinois Biometric Information Privacy Act (“BIPA”), Illinois Genetic
11 Information Privacy Act, California Consumer Privacy Act, California Medical
12 Information Act, Telephone Consumer Protection Act, and General Data Protection
13 Regulation.

14 72. Mr. Klinger was recognized publicly as a “trailblazer” in the privacy
15 space. He led the way in bringing privacy class actions arising from the use of tracking
16 technologies such as the “Meta Pixel.” Mr. Klinger filed the first-ever privacy case in
17 the healthcare setting for unlawful disclosure of private health information (*Quinto v.*
18 *The Regents of the University of California*, Case No. 22-cv-012970). In the wake of
19 the *Quinto* lawsuit, the Department of Health and Human Services (HHS) issued a
20 bulletin on the requirements under HIPAA for online tracking technologies providing
21 that “[r]egulated entities are not permitted to use tracking technologies in a manner that
22 would result in impermissible disclosures of ePHI to tracking technology vendors or
23

24
25 ² See, e.g., *In re Tyco Int’l Ltd., Securities Litig.*, MDL 1335 (D. N.H.) (serving as lead
26 counsel and obtaining approval of \$3.2 billion settlement); *In re Prudential Ins. Co.*
27 *Sales Practice Litig.*, No. 95-4704 (D. N.J.) (serving as lead counsel and recovering
28 more than \$4 billion for policyholders); see also <https://milberg.com/outstanding-recoveries/>.

³ See <https://milberg.com/precedent-setting-decisions/page/3/>.

1 any other violations of the HIPAA Rules.” Since Mr. Klinger filed the *Quinto* lawsuit,
2 dozens of similar lawsuits have been filed against healthcare providers by plaintiffs’
3 class action firms across the country, numerous investigative articles have been
4 published, and Congress even opened an inquiry into the issue.

5 73. Mr. Klinger has been appointed by state and federal courts to act as Class
6 Counsel for millions of consumers and recovered hundreds of millions of dollars for
7 consumers throughout the country. Presently, he is lead or co-lead counsel in more than
8 thirty (30) active class action lawsuits pending in state and federal courts across the
9 country.

10 74. Mr. Klinger was recognized as one of the 2024 Lawdragon 500 Leading
11 Litigators in America. He also was recognized in 2024 by Chambers as one of the
12 leading attorneys in the United States for Privacy and Data Security Litigation. He is a
13 Certified Information Privacy Professional (CIPP/US) and a member of the
14 International Association of Privacy Professionals.

15 75. Mr. Klinger has settled on a class-wide basis more than seventy-five class
16 actions involving privacy violations where he served as lead or co-lead counsel and
17 recovered hundreds of millions of dollars in the process.

18 a. For example, in *Parris, et al v. Meta Platforms, Inc.*, Case No.
19 2023LA000672 (Ill. 18th Jud. Cir. Ct., DuPage Cnty.), Mr. Klinger negotiated and won
20 final approval for a \$64.25 million settlement on behalf of Illinois Instagram users for
biometric privacy claims. This landmark settlement is the third largest biometric
privacy settlement in U.S. history.

21 b. In *Carrera Aguallo v. Kemper Corp.*, Case No. 1:21-cv-01883 (N.D. Ill.
22 Oct. 27, 2021), Mr. Klinger, as appointed co-lead counsel, obtained final approval of a
\$17.6 million dollar settlement to resolve data breach class action claims against
23 Kemper Corporation in a case involving more than six million class members.

24 c. Mr. Klinger currently serves as appointed co-lead counsel representing
more than three million class members in another major privacy class action in the
Seventh Circuit, which recently settled for a \$21 million non-reversionary common
25 fund..See *In re Arthur J. Gallagher Data Breach Litig.*, No. 1:21-cv-04056 (N.D. Ill.).

26 d. Mr. Klinger was appointed Co-Lead Counsel in the privacy case styled,
27 *In re: Herff Jones Data Breach Litigation*, Master File No. 1:21-cv-1329-TWP-DLP
(S.D. Ind.), which involves approximately one million class members and settled on a
28 class-wide basis for \$4.35 million.

e. Mr. Klinger served as co-lead counsel in the consolidated privacy

1 litigation styled, *In Re: CaptureRx Data Breach Litigation*, No. 5:21-cv-00523-OLG
2 (W.D. Tex.), which involves more than 2.4 million class members and settled on a
class-wide basis for \$4.75 million.

3 76. Mr. Klinger and Milberg's data breach experience compare favorably
4 with that of any law firm in the country. The firm has ample resources (both financial
5 and personnel, with over 100+ attorneys at the firm) to fully and adequately represent
6 the interests of the proposed class here.

7 77. Mr. Klinger graduated from the University of Illinois at Urbana-
8 Champaign in 2007 and from the University of Illinois College of Law in 2010.

9 78. A copy of Milberg's firm resume is attached as **Exhibit 5**.

10 **Class Representatives**

11 79. The Settlement Agreement would not have been possible had Plaintiffs
12 not stepped forward to represent the interests of the Settlement Class. These Plaintiffs
13 and proposed Class Representatives consistently have been involved in the litigation,
14 providing valuable insight and useful facts that contributed to the Consolidated
15 Complaint, allowing Class Counsel to effectively litigate this action, perform
16 confirmatory discovery, and negotiate this Settlement

17 80. Plaintiffs regularly communicated with Class Counsel regarding various
18 issues pertaining to this case and will continue to do so until the Settlement is approved,
19 and its administration completed.

20 81. Plaintiffs' declarations in support of the Settlement and Plaintiffs' Motion
21 for Preliminary Approval are attached and consolidated as **Exhibit 6**.

22 **Settlement Administrator**

23 82. Plaintiffs ask the Court to appoint Angeion Group to serve as the
24 Settlement Administrator. As detailed in its declaration submitted in support of
25 preliminary approval, Angeion Group is highly experienced in similar matters, well
26 regarded, and is qualified to serve as Settlement Administrator.

27 ///

28 ///

Proposed Class Counsel's Recommendation

83. We strongly believe, in consideration of all circumstances and after serious arm's-length settlement negotiations with loanDepot, that the proposed Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members.

84. Our collective years of experience representing individuals in complex class actions—including data breach actions—informed Plaintiffs' settlement position, and the needs of Plaintiffs and the proposed Settlement Class. While we believe in the merits of the claims brought in this case, we are also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals and the potential for no recovery at all. Based upon our collective substantial experience, it is our opinion that the proposed settlement of this matter provides significant relief to the members of the Settlement Class and warrants the Court's preliminary approval. The proposed Settlement is well within the range of other data breach settlements in the relief that it provides.

85. The size of the Settlement Fund here (\$25 million), and the total value of the Settlement (likely in excess of \$86 million), in relation to the size of the Settlement Class (16,924,007 Class Members), compare favorably to these and other class action settlements alleging violations of privacy and security. *See e.g., In re Google Plus Profile Litig.*, No. 518CV06164EJDVKD, 2021 WL 242887, at *1 (N.D. Cal. Jan. 25, 2021) (settlement fund of \$7.5 million for 161 million Google+ users whose personal information was exposed); *In re: Vizio, Inc., Consumer Privacy Litigation*, 8:16-ml-02693-JLS-KES (C.D. Cal. July 31, 2017) (settlement fund of \$17 million for 16 million potential claimants for unauthorized collection and disclosure of information from customers' smart TVs); *Corona v. Sony Pictures Ent'mt., Inc.*, No. 14-cv-09600 RGK (C.D. Cal. 2016) (\$4.5 million settlement fund (\$2 million non-reversionary; \$2.5 million reversionary) for 435,000 class members in data breach case); *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 582 (N.D. Cal. 2015) (settlement fund of \$1.25

1 million for approximately 6.4 million LinkedIn users).

2 86. The Settlement's terms are designed to address the potential harms caused
3 by the Data Breach, providing cash benefits, financial monitoring, reimbursing losses,
4 and verifying that loanDepot has improved its data security.

5 87. This result is particularly favorable given the risks of continued litigation.
6 Plaintiffs faced serious risks prevailing on the merits, including proving causation, as
7 well as risk at class certification and at trial, and surviving appeal. A settlement today
8 not only avoids the risks of continued litigation, but it also provides benefits to the
9 Settlement Class Members now as opposed to after years of risky litigation.

10 88. The Settlement Benefits unquestionably provide a fair result to the
11 Settlement Class Members, placing the Settlement well within the range of possible
12 final approval and satisfying the requirements for preliminary approval under
13 applicable law.

14 89. Class Counsel believe Plaintiffs have a strong case for liability. With
15 respect to Plaintiffs' negligence claim, proposed Class Counsel believe they will
16 ultimately be able to offer evidence that loanDepot was negligent in failing to maintain
17 reasonable and current data security programs and practices, which led directly to the
18 loss of Plaintiffs' and the Class Members' PII.

19 90. Class Counsel believe Plaintiffs' claims are viable and that Plaintiffs have
20 a reasonably good chance of proving that loanDepot's data security was inadequate
21 and that, if they establish that central fact, loanDepot is likely to be found liable under
22 at least some of the liability theories and statutory and common law claims Plaintiffs
23 pled in their Consolidated Complaint.

24 91. On the other hand, loanDepot vigorously disputes all such allegations, and
25 Plaintiffs' success is far from guaranteed. Given the obstacles and inherent risks
26 Plaintiffs face with respect to the claims in data breach class actions, including class
27 certification, summary judgment, and trial, the substantial benefits the Settlement
28 provides favors preliminary approval of the Settlement.

1 92. Additionally, based on Plaintiffs' assessment of loanDepot's financial
2 condition—including Plaintiffs' understanding of loanDepot's lack of available
3 insurance and assets to pay a judgment in excess of the Settlement amount—the
4 Settlement is fair, reasonable, and adequate.

5 93. In negotiating this Settlement, Class Counsel have considered the relative
6 benefits of settlement in relation to the risks of litigation. If Plaintiffs had prevailed at
7 trial, they would have sought recovery for their out-of-pocket losses and the cost of
8 obtaining financial monitoring, among other remedies. Plaintiffs believe that the
9 \$5,000 cap for out-of-pocket expenses will likely make each class member whole.
10 According to the Federal Trade Commission's Identity Theft Survey Report, 85% of
11 identity theft victims report the misuse of existing accounts and 17 percent of victims
12 report new accounts being opened in their name. For those identity theft victims who
13 had misuse of existing accounts, the average out-of-pocket loss was \$500, while the
14 average loss for improperly opened accounts was \$1,200. *Id.* Moreover, only a
15 maximum of 6 percent of those who had improper use of existing accounts had out-of-
16 pocket losses of \$1,000 or above, and 16 percent of those that had accounts opened in
17 their name had losses of \$1,000 or above. This recovery for out-of-pocket losses is then
18 combined with the *pro rata* cash payment to make Class Members whole. Thus, while
19 Plaintiffs acknowledge that there could be individuals who would be able to achieve
20 greater recovery if this matter went to trial, the overwhelming number of eligible Class
21 Members will have the opportunity to be made whole by this Settlement.

22 94. Class Counsel asks the Court to grant preliminary approval of the
23 Settlement Agreement and enter the proposed preliminary approval order.

24 We declare under penalty of perjury under the laws of the United States of
25 America that the foregoing is true and correct.

26 Executed this 2nd day of December 2024.

27 

28 _____
Daniel S. Robinson

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Tina Wolfson



Abbas Kazerounian



Stephen G. Larson



Gary M. Klinger

EXHIBIT 1

ROBINSON CALCAGNIE, INC.



Daniel S. Robinson is a partner at Robinson Calcagnie, Inc. where he focuses on complex civil litigation involving products liability and consumer protection. He is admitted to practice law in California, New York, and Pennsylvania.

Dan also represents municipalities in environmental contamination cases, including Orange County Water District and other water producers throughout Orange County, California, in litigation to recover costs associated with the PFAS contamination of drinking water, surface water, and groundwater. He also recently represented the City of Huntington Beach against responsible parties for the 2021 Huntington Beach Oil Spill, which resulted in a \$5.25 million Settlement.

19 Corporate Plaza Dr.
Newport Beach, CA 92660
(949) 720-1288
drobinson@robinsonfirm.com

Dan handles class action cases involving data breaches and privacy violations. He presently serves as Interim Co-Lead Counsel in *Tsvetanova, et al. v. The Regents of the University of California, et al.*, 37-2021-00039888-CU-PO-CTL, before the Hon. Richard S. Whitney.

Practice Areas

Product Liability
Personal Injury
Consumer Class Actions
Consumer and Data Privacy
Pharmaceutical and Medical
Device

Dan also presently serves on the Plaintiffs' Steering Committee in *In re Glugagon-Like Peptide-1 Receptor Agonists Products Liability Litigation*, MDL 3094, before the Hon. Karen S. Marston.

In 2024, he was appointed Class Counsel in *In Re PPLA Data Incident Litigation*, 21STCV44106, by the Hon. Yvette M. Palazuelos (Ret.).

In 2023, he was appointed Class Counsel in *Hellyer, et al v. Smile Brands Inc., et al.*, 8:21-cv-01886, by the Hon. David O. Carter; Class Counsel in *Flores v. Don Roberto Jewelers, Inc.*, 30-2021-01212035, by the Hon. Peter Wilson (Ret.); and Class Counsel in *In re Ring LLC Privacy Litigation*, 2:19-cv-10899, by the Hon. Michael W. Fitzgerald.

Education

Williams College – B.A.,
1998, English

Loyola Law School – J.D.,
2003

In 2022, he was appointed Class Counsel in *In re Ambry Genetics Data Breach Litigation*, 8:20-cv-00791, by the Hon. Cormac J. Carney (Ret.).

In 2020, he was appointed Class Counsel in *In re 21st Century Oncology Customer Data Security Breach Litigation*, MDL 2737, by the Hon. Mary S. Scriven.

Bar Admissions

2004, New York
2006, California
2011, Pennsylvania

In 2019, he was appointed to the Plaintiffs' Steering Committee in *In re Marriott International Customer Data Security Breach Litigation*, MDL 2879, by the Hon. Paul W. Grimm (Ret.).

In 2018, he was appointed as Class Counsel in *In re Experian Data Breach Litigation*, 8:15-cv-01592, by the Hon. Andrew J. Guilford (Ret.).

In 2017, he was appointed Co-Lead Counsel in *Yahoo! Inc. Private Information Disclosure Cases*, JCCP No. 4895, by the Hon. Thierry P. Colaw (Ret.); and in 2019, he was subsequently appointed as



Additional Settlement Class Counsel in the federal parallel action of *In Re: Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-md-02752 (N.D. Cal.), by the Hon. Lucy H. Koh.

In 2012, he was appointed as Co-Lead Counsel for the Class in *St. Joseph Health System Medical Information Cases*, JCCP No. 4716, by the Hon. Kim G. Dunning (Ret.). In 2011, Dan was appointed Lead Settlement Class Counsel in *Blue Cross of California Website Security Cases*, JCCP No. 4647, by the Hon. Ronald L. Bauer (Ret.).

Dan also handles other class action and product liability cases. In 2018, he was appointed Class Counsel in *Dodge v PHH Corporation, et al.*, 8:15-cv-01973, by the Hon. Fernando M. Olguin. In 2014, Dan was appointed Co-Lead Counsel in the *Risperdal® and Invega® Product Liability Cases*, JCCP No. 4775, by the Hon. William F. Highberger. In 2012, Dan was appointed to the Plaintiffs' Executive Committee in *In re Biomet M2a Magnum Hip Implant Products Liability Litigation*, MDL 2391, by the Hon. Robert L. Miller, Jr. (Ret.). Also in 2012, he was appointed to the Plaintiffs' Steering Committee in *In re Actos Product Liability Cases*, JCCP No. 4696, by the Hon. Kenneth R. Freeman. In 2011, he was selected to the Plaintiffs' Steering Committee in *In re Fosamax/Alendronate Sodium Drug Cases*, JCCP No. 4644, by the Hon. Ronald Bauer (Ret.).

Dan was named 2022 Lawyer of the Year in the area of products liability litigation for Orange County by Best Lawyers. He was selected as a 2022, 2023 and 2024 Lawdragon 500 Leading Plaintiff Consumer Lawyer. In 2021, he received the Daily Journal's California Lawyer Attorney of the Year award for representing victims in the Mandalay Bay Shooting cases. Dan has been honored by the Daily Journal as one of the Top 100 Attorneys in California (2022, 2023, 2024), the Top 25 Plaintiff Lawyers in California (2015), and Top 30 Plaintiffs Lawyers in California (2019, 2022). He was selected as one of the Top 50 lawyers in Orange County by Super Lawyers in 2022, 2021, 2020, 2019, and 2016. In 2017, Dan received the American Association of Justice Above and Beyond Award. In 2014, he received the American Association of Justice Wiedemann & Wysocki Award for demonstrating a "commitment to the profession and support for improving the civil justice system." In 2012, The National Trial Lawyers named Dan as one of the Top 40 Lawyers Under 40 in the United States. Dan was awarded the 2011 Young Gun Award by the Orange County Trial Lawyers Association.

Before working at Robinson Calcagnie, Inc., Dan was an associate at O'Melveny & Myers, LLP, where he handled matters of general business litigation. Before that, Dan served as an Assistant District Attorney in the New York County District Attorney's Office under the Hon. Robert M. Morgenthau, where he conducted numerous criminal trials, investigations, and grand jury proceedings in the Trial Bureau Division, the Domestic Violence Unit, the Public Assistance Fraud Unit, the Counterfeit Trafficking Unit, and the Identity Theft Unit.

Dan serves as the 2024 Parliamentarian for the Consumer Attorneys of California. Dan served as the 2022 President of the Orange County Bar Association, and the 2018 President of Project Youth OCBF, a non-profit that provides education, resources, and mentoring to underprivileged Orange County youth. He serves as a board member of the Public Law Center and served as co-chair of its 2017 and 2018 Volunteers for Justice Dinners. He is a member of the Board of Directors for Public Law Center, Loyola Law School, Consumer Attorneys of California, and the Orange County Chapter of the Federal Bar Association.

SELECT CONSUMER DATA BREACH AND PRIVACY LITIGATION EXPERIENCE

***Tsvetanova v. Regents of the University of California*, Case No. 37-2021-00039888 (San Diego Sup. Ct.)**. Dan serves as Interim Co-Lead Counsel for the Proposed Class in a class action against Regents of the University of California related to a data breach announced in 2020.



In re Ambry Genetics Data Breach Litigation, Case No. 8:20-cv-00791 (C.D. Cal.) (Class Counsel). Dan served as Class Counsel in a class action for alleged privacy violations related to a data breach involving genetic information. The data breach affected approximately 225,370 patients, including 25,754 patients from California and 7,172 patients from Illinois. The case was ultimately resolved for \$12.25 million and provided benefits valued in excess of \$20 million.

In Re Marriott International, Inc., Customer Data Security Breach Litigation, Case No. 8:19-md-02879-PWG (D. Md.) (Plaintiffs' Steering Committee). Dan serves on the Plaintiffs' Steering Committee in a case that was certified twice to proceed as a class action in Maryland district court against Marriott and other entities, alleging their inadequate data security resulted in a data breach affecting approximately 383 million guest records.

In Re: Yahoo! Inc. Customer Data Security Breach Litigation, Case No. 5:16-md-02752-LHK (N.D. Cal.) (Additional Settlement Class Counsel). Dan served as Additional Settlement Class Counsel in a class action against Yahoo, alleging its inadequate data security resulted in multiple data breaches, including a breach affecting more than three billion Yahoo user accounts. Dan and his team litigated the case cooperatively with other counsel to achieve a settlement offering record benefit benchmarks and a \$117.5 million common fund, the largest common fund obtained in a data breach case at the time. The settlement recently obtained preliminary approval.

In re 21st Century Oncology Customer Data Security Breach Litigation, Case No. 8:16-md-2737-MSS (M.D. Fla.) (Class Counsel). Dan served as Class Counsel managing a PSC of ten firms in a class action against 21st Century Oncology alleging 21st Century's negligence resulted in the unauthorized acquisition of 2.2 million patients' personally identifiable information and protected health information. After Dan's 2018 deposition of defendant's investigative consultant, Kroll, Inc. (one of the major consultants hired by defense counsel in almost every data breach case), plaintiffs were able to amend their complaint and secure the 11th Circuit's first district court order holding that future risk of identity theft is a cognizable harm for Article III standing purposes.

In re Experian Data Breach Litigation, Case No. 8:15-cv-01592-AG (C.D. Cal.) (Class Counsel). Dan served as Class Counsel managing a PSC of seven firms in a class action against Experian alleging the credit bureau permitted unauthorized parties to acquire the personally identifiable information of nearly 15 million consumers. After defeating a motion to dismiss and engaging in extensive discovery where Dan deposed all witnesses, the Hon. Andrew J. Guilford granted final approval of the settlement valued in excess of \$37 million.

St. Joseph Health System Medical Information Cases, JCCP No. 4716 (Super. Ct. Cal.) (Class Counsel). Dan served as Co-Lead Class Counsel managing a PSC of seven firms in a certified class action alleging violations of the California Confidentiality of Medical Information Act, Cal. Civ. Code. § 56.10, due to St. Joseph Health System's failure to maintain and secure the protected health information of nearly 31,000 patients. After obtaining class certification and defeating the defendant's motion for summary judgment as to negligence, UCL, and statutory claims, Dan and his team litigated the case to within three weeks of trial where they secured a then-record PHI settlement which included, among other benefits, cash payments of \$242 for each class member.

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Practice Areas

Product Liability
Personal Injury
Consumer Class Actions
Consumer and Data Privacy
Pharmaceutical and Medical
Device

Education

**University of California,
Los Angeles** – B.A., *cum
laude*, History, 2011

**University of California,
Irvine School of Law** – J.D.,
2016

Michael W. Olson is an attorney at Robinson Calcagnie, Inc. where he handles personal injury, class action, and mass tort litigation involving products liability and consumer rights.

While with Robinson Calcagnie, Mr. Olson has worked on many important cases, including *Yahoo! Inc. Private Information Disclosure Cases*, JCCP No. 4895 (Super. Ct. Cal. Orange Cnty.) (\$117.5 million class action settlement), *In re Experian Data Breach Litigation*, Case No. 8:15-cv-01592-AG (C.D. Cal.) (class action settlement valued in excess of \$39 million), *In re Ambry Genetics Data Breach Litigation*, Case No. 8:20-cv-00791 (C.D. Cal.) (class action settlement valued in excess of \$20 million); *Hellyer, et al v. Smile Brands Inc., et al.*, 8:21-cv-01886 (class action settlement valued in excess of \$15 million); and *Flores v. Don Roberto Jewelers, Inc.*, Case No. 30-2021-01212035 (Super. Ct. Cal. Los Angeles Cnty.) (class action settlement valued in excess of \$4.5; *In re 21st Century Oncology Customer Data Sec. Breach Litig.*, MDL No. 2737 (class action settlement valued in excess of \$12.5 million), and *Dodge et. al. v. PHH Corp. et. al.*, Case No. 8:15-CV-01973-FMO-AFM (C.D. Cal.) (\$17 million class action settlement). Mr. Olson was also a member of the team that helped secure a landmark settlement in *Sheppard, et al. v. Mandalay Bay, LLC, et al.* for the victims of the country's worst mass shooting, and was nominated for the 2021 Consumer Attorney of the Year award by Consumer Attorneys of California.

Currently, Mr. Olson works on numerous cases, including *Tsvetanova v. Regents of the University of California*, Case No. 37-2021-00039888-CU-NP-CTL (San Diego Sup. Ct.); *In Re PPLA Data Incident Litigation*, Case No. 21STCV44106 (Super. Ct. Cal. Los Angeles Cnty.); and *In Re Marriott International, Inc., Customer Data Security Breach Litigation*, MDL No. 2879 (D. Md.). Mr. Olson also works on cases concerning PFAS contamination of drinking water, surface water, and groundwater through Orange County, California.

After receiving his undergraduate degree from the University of California, Los Angeles, Mr. Olson graduated from the University of California, Irvine School of Law. While at UC Irvine School of Law, Mr. Olson served as a staff editor on the UC Irvine Law Review and as a board member of the UC Irvine Moot Court competition. Mr. Olson also participated in the UC Irvine Appellate Litigation Clinic, where he argued an immigration case before the Ninth Circuit of Appeals. During



Law school, Mr. Olson served as a law clerk under the Honorable Theodor C. Albert of the United States Bankruptcy Court, Central District of California. He also served as an extern for the United States Attorney's Office, Criminal Division in Santa Ana, California, and for the Appeals, Writs, and Trials section of the California Attorney General's Office in Los Angeles, California, where he drafted respondent's briefs to criminal appeals and successfully argued several cases before the Second District of the California Court of Appeal.

Mr. Olson is a member of the Orange County Bar Association, the Federal Bar Association where he served on the planning committee of its Young Lawyer Division, and was named a Super Lawyers Rising Star by *Super Lawyers Magazine* in 2024.

EXHIBIT 2



Ahdoot & Wolfson, PC (“AW”) is a nationally recognized law firm founded in 1998 that specializes in class action litigation, with a focus on privacy cases, unfair and anticompetitive business practices, consumer fraud, employee rights, defective products, antitrust, civil rights, and taxpayer rights and unfair practices by municipalities. The attorneys at AW are experienced litigators who have often been appointed by state and federal courts as lead class counsel, including in multidistrict litigation. In 25 years of its successful existence, AW has vindicated the rights of millions of class members in protracted, complex litigation, conferring billions of dollars to the victims, and affecting real change in corporate behavior.

Privacy Class Actions

AW has been prosecuting cutting edge data privacy cases on behalf of consumers since the late 1990s. AW was among the first group of attorneys who successfully advocated for the privacy rights of millions of consumers against major financial institutions based on the unlawful compilation and sale of detailed personal financial data to third-party telemarketers without the consumers’ consent. While such practices later became the subject of Gramm-Leach-Bliley Act regulation, at the time AW was prosecuting these cases before the Hon. Richard R. Kramer, (Ret.) in the complex department of San Francisco Superior Court, such practices were novel and hidden from public scrutiny. AW’s work shed light on how corporations and institutions collect, store, and monetize mass data, leading to governmental regulation. AW has been at the forefront of data-related litigation since then.

In *Rivera v. Google LLC*, No. 2019-CH-00990 (Ill Cir. Ct.) (Hon. Anna M. Loftus), a class action arising from Google’s alleged illegal collection, storage, and use of the biometrics of individuals who appear in photographs uploaded to Google Photos in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), AW achieved a settlement that establishes a \$100 million non-reversionary cash settlement fund and changes Google’s biometric privacy practices for the benefit of class members.

As co-lead counsel in the *Zoom Video Communications, Inc. Privacy Litigation*, No. 5:20-cv-02155 (N.D. Cal.) (Hon. Laurel Beeler), a nationwide class action alleging privacy violations from the collection of personal information through third-party software development kits and failure to provide end to end encryption, AW achieved an \$85 million nationwide class settlement that also included robust injunctive relief overhauling Zoom’s data collection and security practices.

As co-lead counsel in the *Experian Data Breach Litigation*, No. 8:15-cv-01592-AG-DFM (C.D. Cal.) (Hon. Andrew J. Guilford), which affected nearly 15 million class members, AW achieved a settlement conservatively valued at over \$150 million. Experian also provided robust injunctive relief. Judge Guilford praised counsel's efforts and efficiency in achieving the settlement, commenting "You folks have truly done a great job, both sides. I commend you."

As an invaluable member of a five-firm Plaintiffs' Steering Committee ("PSC") in the *Premiera Blue Cross Customer Data Sec. Breach Litigation*, No. 3:15-cv-02633-SI (D. Or.) (Hon. Michael H. Simon), arising from a data breach disclosing the sensitive personal and medical information of 11 million Premiera Blue Cross members, AW was instrumental in litigating the case through class certification and achieving a nationwide class settlement valued at \$74 million.

Similarly, in the *U.S. Office of Personnel Management Data Security Breach Litigation*, No. 1:15-mc-1394-ABJ (D.D.C.) (Hon. Amy Berman Jackson), AW, as a member of the PSC, briefed and argued, in part, the granted motions to dismiss based on standing, briefed in part the successful appeal to the D.C. Circuit, and had an important role in reaching a \$63 million settlement.

In *The Home Depot, Inc., Customer Data Sec. Breach Litigation*, No. 1:14-md-02583-TWT (N.D. Ga.) (Hon. Thomas W. Thrash Jr.), AW served on the consumer PSC and was instrumental in achieving a \$29 million settlement fund and robust injunctive relief for the consumer class.

AW's efforts have shaped data privacy law precedent. As lead counsel in *Remijas v. Neiman Marcus Group, LLC*, No. 14-cv-1735 (N.D. Ill.) (Hon. Sharon Johnson Coleman), AW's attorneys successfully appealed the trial court's order granting a motion to dismiss based on lack of Article III standing. The Seventh Circuit's groundbreaking opinion, now cited in every privacy case standing brief, was the first appellate decision to consider the issue of Article III standing in data breach cases in light of the Supreme Court's decision in *Clapper v. Amnesty International USA*, 568 U.S. 398 (2013) and concluded that data breach victims have standing to pursue claims based on the increased risk of identity theft and fraud, even before that theft or fraud materializes in out-of-pocket damages. *Remijas v. Neiman Marcus Group, LLC*, 794 F.3d 688 (7th Cir. 2015).

AW also currently serves on the PSC in *Am. Med. Collection Agency, Inc., Customer Data Sec. Breach Litigation*, No. 2:19-md-2904-MCA-MAH (D.N.J.) (Hon. Madeline Cox Arleo), a class action arising out of a medical data breach that disclosed the personal and financial information of over 20 million patients. AW has successfully resolved numerous other data breach class actions, including *In re Ambry Genetics Data Breach Litig.*, No. 8:20-cv-00791 (C.D. Cal.) (as court-appointed co-lead counsel, AW achieved a data breach settlement valued at over \$20 million, including a \$12.25 million common fund, for the benefit of over 225,000 class members).

Other Class Action Results

AW has achieved excellent results as lead counsel in numerous complex class actions.

In *Alvarez v. Sirius XM Radio Inc.*, No. 2:18-cv-08605-JVS-SS (C.D. Cal.) (Hon. James V. Selna), a breach of contract class action alleging that defendant did not honor its lifetime subscriptions, AW achieved a nationwide class action settlement conservatively valued at approximately \$420 million. The settlement extended the promised lifetime subscription for the lifetime of class members who have active accounts and provided the opportunity for class members with closed accounts to reactivate their accounts and enjoy a true lifetime subscription or recover \$100. The district court had granted the motion to compel arbitration on an individual basis, and AW appealed. AW reached the final deal points of the nationwide class action settlement minutes prior to oral argument in the Ninth Circuit.

In *Eck v. City of Los Angeles*, No. BC577028 (Cal. Super. Ct.) (Hon. Ann I. Jones), AW achieved a \$295 million class settlement in a case alleging that an 8% surcharge on Los Angeles electricity rates was an illegal tax. Final settlement approval was affirmed on appeal in October 2019.

As a member of the Plaintiffs' Executive Committee in the *Apple Inc. Device Performance Litigation*, No. 5:18-md-2827-EJD (N.D. Cal.) (Hon. Edward J. Davila), AW helped achieve a nationwide settlement of \$310 million minimum and \$500 million maximum. The case arose from Apple's alleged practice of deploying software updates to iPhones that deliberately degraded the devices' performance and battery life.

In the *Dental Supplies Antitrust Litigation*, No. 1:16-cv-00696-BMC-GRB (E.D.N.Y.) (Hon. Brian M. Cogan), a class action alleging an anticompetitive conspiracy among three dominant dental supply companies in the United States, AW served on the plaintiffs' counsel team that brought in an \$80 million cash settlement for the benefit of a class of approximately 200,000 dental practitioners, clinics, and laboratories.

In *Kirby v. McAfee, Inc.*, No. 5:14-cv-02475-EJD (N.D. Cal.) (Hon. Edward J. Davila), a case arising from McAfee's auto renewal and discount practices, AW and co-counsel achieved a settlement that made \$80 million available to the class and required McAfee to notify customers regarding auto-renewals at an undiscounted subscription price and change its policy regarding the past pricing it lists as a reference to any current discount.

In *Lavinsky v. City of Los Angeles*, No. BC542245 (Cal. Super. Ct.) (Hon. Ann I. Jones), a class action alleging the city unlawfully overcharged residents for utility taxes, AW certified the plaintiff class in litigation and achieved a \$51 million class settlement.

Current Noteworthy Leadership Roles

AW was appointed to serve as co-lead interim class counsel in the *Google Location History Litigation*, No. 5:18-cv-05062-EJD (N.D. Cal.) (Hon. Edward J. Davila), a consumer class action arising out of Google's allegedly unlawful collection and use of mobile device location information on all Android and iPhone devices. AW recently achieved preliminary approval of a \$62 million class settlement.

In the *Google Digital Advertising Antitrust Litigation*, No. 1:21-md-03010-PKC (S.D.N.Y.) (Hon. P. Kevin Castel), a class action alleging monopolization of the digital advertising market, AW is serving as court-appointed co-lead counsel on behalf of the advertiser class.

In *Klein v. Meta Platforms, Inc.*, No. 3:20-cv-08570-JD (N.D. Cal.) (Hon. James Donato), AW is serving on the Executive Committee for the digital advertiser plaintiff class in a class action alleging that Meta (formerly Facebook) engaged in anticompetitive conduct to stifle and/or acquire competition to inflate the cost of digital advertising on its social media platform. Many of the plaintiffs' claims recently survived a motion to dismiss and are in the process of amending their complaint.

AW serves on the Plaintiffs' Executive Committees in *Allergan Biocell Textured Breast Implant Products Liability Litigation*, No. 2:19-md-02921-BRM-JAD (D.N.J.) (Hon. Brian R. Martinotti), a class action alleging textured breast implants caused a rare type of lymphoma and in *ZF-TRW Airbag Control Units Products Liability Litigation*, No. 2:19-ml-02905-JAK-FFM (C.D. Cal.) (Hon. John A. Kronstadt), a class action alleging a dangerous defect in car airbag component units.

As part of the leadership team in *Novoa v. The Geo Group, Inc.*, No. 5:17-cv-02514-JGB-SHK (C.D. Cal.) (Hon. Jesus G. Bernal), AW certified a class of immigration detainees challenging private prison's alleged forced labor practices.

Attorney Profiles

Tina Wolfson graduated Harvard Law School *cum laude* in 1994. Ms. Wolfson began her civil litigation career at the Los Angeles office of Morrison & Foerster, LLP, where she defended major corporations in complex actions and represented indigent individuals in immigration and deportation trials as part of the firm's *pro bono* practice. She then gained further invaluable litigation and trial experience at a boutique firm, focusing on representing plaintiffs on a contingency basis in civil rights and employee rights cases. Since co-founding AW in 1998, Ms. Wolfson has led numerous class actions to successful results. Ms. Wolfson is a member of the California, New York and District of Columbia Bars.

Ms. Wolfson is currently serving as a Ninth Circuit Representative for the Central District of California, an at-large member of the Ninth Circuit Conference Executive Committee, and on the Central District's Merit Selection Panel. Ms. Wolfson also serves as Vice President of the Federal Litigation Section of the Federal Bar Association, as a member of the American Business Trial Lawyer Association, as a participant at the Duke Law School Conferences and the Institute for the Advancement of the American Legal System, and on the Board of Public Justice.

Recognized for her deep class action experience, Ms. Wolfson frequently lectures on numerous class action topics across the country. She is a guest lecturer on class actions at the University of California at Irvine Law School. Her recent notable speaking engagements include:

- Class Action Mastery Forum at the University of San Diego School of Law (Preliminary and Final Settlement Approvals and Objectors) March 2023, featuring Hon. Cathy A. Bencivengo and Hon. Fernando M. Olguin.
- Class Action Mastery Forum at the University of San Diego School of Law (Consumer Class Actions Roundtable) March 2020, featuring Hon. Lucy H. Koh, Hon. Edward M. Chen, and Hon. Fernando M. Olguin.
- Class Action Mastery Forum at the University of San Diego School of Law (Data Breach/Privacy Class Action Panel) January 16, 2019.
- Association of Business Trial Lawyers: “Navigating Class Action Settlement Negotiations and Court Approval: A Discussion with the Experts,” Los Angeles May 2017, featuring Hon. Philip S. Gutierrez and Hon. Jay C. Gandhi.
- CalBar Privacy Panel: “Privacy Law Symposium: Insider Views on Emerging Trends in Privacy Law Litigation and Enforcement Actions in California,” Los Angeles Mar. 2017 (Moderator), featuring Hon. Kim Dunning.
- American Conference Institute: “2nd Cross-Industry and Interdisciplinary Summit on Defending and Managing Complex Class Actions,” April 2016, New York: Class Action Mock Settlement Exercise featuring the Hon. Anthony J. Mohr.
- Federal Bar Association: N.D. Cal. Chapter “2016 Class Action Symposium,” San Francisco Dec. 2016 (Co-Chair), featuring Hon. Joseph F. Anderson, Jr. and Hon. Susan Y. Illston.
- Federal Bar Association: “The Future of Class Actions: Cutting Edge Topics in Class Action Litigation,” San Francisco Nov. 2015 (Co-Chair & Faculty), featuring Hon. Jon S. Tigar and Hon. Laurel Beeler.

Robert Ahdoot graduated from Pepperdine Law School *cum laude* in 1994, where he served as Literary Editor of the Pepperdine Law Review. Mr. Ahdoot clerked for the Honorable Paul Flynn at the California Court of Appeals, and then began his career as a civil litigator at the Los Angeles office of Mendes & Mount, LLP, where he defended large corporations and syndicates such as Lloyds of London in complex environmental and construction-related litigation as well as a variety of other matters. Since co-founding AW in 1998, Mr. Ahdoot had led numerous class actions to successful results. Recognized for his deep class action experience, Mr. Ahdoot frequently lectures on numerous class action topics across the country. His notable speaking engagements include:

- MassTorts Made Perfect: Speaker Conference, April 2019, Las Vegas: “Legal Fees: How Companies and Governments Charge The Public, and How You Can Fight Back.”
- HarrisMartin: Lumber Liquidators Flooring Litigation Conference, May 2015, Minneapolis: “Best Legal Claims and Defenses.”

- Bridgeport: 15th Annual Class Action Litigation Conference, September 2014, San Francisco: “The Scourge of the System: Serial Objectors.”
- Strafford Webinars: Crafting Class Settlement Notice Programs: Due Process, Reach, Claims Rates and More, February 2014: “Minimizing Court Scrutiny and Overcoming Objector Challenges.”
- Pincus: Wage & Hour and Consumer Class Actions for Newer Attorneys: The Do’s and Don’ts, January 2014, Los Angeles: “Current Uses for the 17200, the CLRA an PAGA.”
- Bridgeport: 2013 Class Action Litigation & Management Conference, August 2013, San Francisco: “Settlement Mechanics and Strategy.”

Theodore W. Maya graduated from UCLA Law School in 2002 after serving as Editor-in-Chief of the UCLA Law Review. From July 2003 to August 2004, Mr. Maya served as Law Clerk to the Honorable Gary Allen Feess in the United States District Court for the Central District of California. Mr. Maya was also a litigation associate in the Los Angeles offices of Kaye Scholer LLP for approximately eight years where he worked on a large variety of complex commercial litigation from inception through trial. Mr. Maya was named “Advocate of the Year” for 2007 by the Consumer Law Project of Public Counsel for successful pro bono representation of a victim of a large-scale equity fraud ring.

Bradley K. King is a member of the State Bars of California, New Jersey, New York, and the District of Columbia. He graduated from Pepperdine University School of Law in 2010, where he served as Associate Editor of the Pepperdine Law Review. He worked as a law clerk for the California Office of the Attorney General, Correctional Law Section in Los Angeles and was a certified law clerk for the Ventura County District Attorney’s Office. Mr. King began his legal career at a boutique civil rights law firm, gaining litigation experience in a wide variety of practice areas, including employment law, police misconduct, municipal contracts, criminal defense, and premises liability cases. During his nine-year career at AW, Mr. King has focused on consumer class actions, and data breach class actions in particular. He has extensive experience litigating consolidated and MDL class actions with AW serving in leadership roles, including numerous large data breach cases that have resulted in nationwide class settlements.

Henry Kelston graduated from New York University School of Law in 1978 and is a member of the New York and Connecticut Bars. Mr. Kelston has litigated a broad array of class actions for more than two decades, including actions challenging improperly charged bank fees, unauthorized collection of biometric data, and unlawful no-poach agreements among employers. He has been on the front lines in major data breach cases against companies such as Yahoo! and Facebook, and has represented consumers in class actions challenging food labeling practices, including the use of “natural” claims on products containing GMOs. His work in *In re Conagra Foods, Inc.*, contributed to a groundbreaking decision by the Ninth Circuit Court of Appeals, significantly strengthening the rights of consumers to bring class actions. Mr. Kelston is also a frequent speaker and CLE presenter

on electronic discovery, and a member of The Sedona Conference® Working Group 1 on Electronic Document Retention and Production.

Andrew W. Ferich is admitted to the bars of Pennsylvania, New Jersey, and the District of Columbia. Mr. Ferich received his law degree from Villanova University's Charles Widger School of Law in 2012, where he served as Executive Editor of the *Journal of Catholic Social Thought*. Mr. Ferich has significant experience in consumer protection, data privacy, ERISA/retirement plan, and whistleblower/*qui tam* litigation. Prior to joining the firm, Mr. Ferich was a senior associate at a well-known Philadelphia-area class action law firm. Before joining the plaintiffs' bar, Mr. Ferich was an associate at an AmLaw 200 national litigation firm in Philadelphia where he focused his practice on commercial litigation and financial services litigation. Mr. Ferich has represented a wide array of clients and has received numerous court-appointed leadership positions in large class actions. Mr. Ferich possesses major jury trial experience and has assisted in litigating cases that have collectively resulted in over \$100 million in settlement value in damages and injunctive relief for various classes and groups of people.

Christopher E. Stiner graduated from Duke University School of Law *cum laude* in 2007 and is a member of the California and New York Bars. Mr. Stiner began his legal career at the New York office of Milbank Tweed working on finance matters for some of the world's largest financial institutions. Several years later, Mr. Stiner transitioned to a litigation practice at the Los Angeles office of Katten Muchin, again representing large financial institutions and other corporate clients. Chris also worked as a clerk for the Honorable Thomas B. Donovan in the Central District of California Bankruptcy Court. In 2020, Mr. Stiner joined AW to pursue his desired focus on consumer class actions with a particular interest in consumer finance and banking matters.

Deborah De Villa is an associate attorney at AW and a member of the State Bars of New York and California. She graduated from Pepperdine University School of Law in 2016, where she earned the CALI Excellence for the Future Award in immigration law, business planning and commercial law. During law school, Ms. De Villa completed internships at the Los Angeles District Attorney's Office, Hardcore Gangs Unit, and at the Supreme Court of the Philippines, Office of the Court Administrator. Born in the Philippines, Ms. De Villa moved to Florida at the age of sixteen to attend IMG Golf Academy as a full-time student-athlete. Ms. De Villa earned a scholarship to play NCAA Division 1 college golf at Texas Tech University, where she graduated *magna cum laude* with a Bachelor of Arts in Psychology and a minor in Legal Studies. Ms. De Villa has gained substantial experience litigating class actions with AW and focuses her practice on consumer protection and privacy class actions. She demonstrates leadership, a hard work ethic, and a commitment to excellence in all her endeavors.

Sarper Unal is an associate attorney at AW. Mr. Unal graduated from the University of

California, Irvine School of Law in 2021. Prior to joining AW, Mr. Unal gained litigation experience in a class action firm in the District of Columbia focusing on employment discrimination cases. He also clerked for the Orange County Public Defender's Office and served as an intake coordinator at the Civil Rights Litigation Clinic during law school. At AW, Mr. Unal has contributed to the firm's efforts in privacy and antitrust class actions.

Chloe DeOnna is an associate attorney at AW and is admitted to practice in Pennsylvania. Before joining AW, Ms. DeOnna worked with several prominent Philadelphia firms, gaining experience in high-profile sex-trafficking litigation, pharmaceutical products liability, and medical malpractice. Ms. DeOnna completed her undergraduate degree at Penn State University, where she earned two majors and two minors. During her time at Penn State, she worked as an EMT on the University Ambulance Service and studied abroad at the Università Mediterranea in southern Italy. Upon receipt of a full scholarship, Ms. DeOnna attended Drexel University Law School where she served as a Dean Scholar for Legislation and Regulation and the President of the Women in Law Society.

EXHIBIT 3



ABBAS KAZEROUNIAN

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Bar Admissions:

California, Colorado, District of
Columbia, Illinois, New York,
Texas, Michigan, and Washington.

Education:

California Western School of Law,
San Diego, California J.D., 2006

University of Plymouth, United
Kingdom, Bachelor of Arts – 2000

The London Academy of
Performing Arts - 2001

Abbas Kazerounian is one of the founding partners of Kazerouni Law Group, APC (KLG), which was established in 2007. KLG is a consumer rights and personal injury firm with its headquarters in Costa Mesa, CA. KLG has offices in Arizona, California, Minnesota, Nevada, New Jersey, New York, Texas, Utah, and Washington. Mr. Kazerounian is an active member of several consumer rights organizations, he currently serves as the Secretary for the Consumer Attorneys of California (CAOC), and he is an adjunct professor at California Western School of Law where he teaches a three-credit course in Consumer Law. He is also regularly invited to speaking engagements nationwide on the topics of class action litigation and consumer law.

Mr. Kazerounian has been recognized as one of the Top 50 Orange County Super Lawyers 2021-2024 and the Top 100 Southern California Super Lawyers 2021-2024. He was selected by his peers as a Super Lawyer (a prestigious recognition is only given to up to 5 percent of the attorneys in the state) from 2016-2023 and as a Rising Star from 2013-2014. Mr. Kazerounian was also voted as a Rising Star by the San Diego Daily Tribune in 2012.

Mr. Kazerounian is regarded as a one of the preeminent consumer rights attorneys in Southern California. His depth of experience and knowledge in this practice area along with his trial skills, make Mr. Kazerounian one of the premier advocates within this field of law. Abbas has been responsible for over 650 published opinions, and he has successfully argued before the Ninth Circuit of Appeals on numerous occasions. Specifically, he has presented oral argument before the Ninth Circuit Court of Appeals in several landmark cases, such as *Marks v. Crunch San Diego, LLC*, No. 14-56834 (December 6, 2016), with a unanimous published decision in favor of client, *Marks v. Crunch San Diego, LLC*, No. 14-56834, 2018 U.S. App. LEXIS 26883 (9th Cir. Sept. 20, 2018); *Knutson v. Sirius XM Radio, Inc.*, No. 12-56120 (February 7, 2014); and three times in *Afewerki v. Anaya Law Group*, Nos. 15-55100 (April 7, 2017), 18-56510 (May 15, 2019), and 19-56486 (Jan. 21, 2021).

HONORS & AWARDS:

Wiley W. Manuel Award by State Bar of California for Pro Bono Work, 2017; Voted Rising Star by San Diego Transcript in 2012; Voted Rising Star in Super Lawyers Magazine, 2013-2015; Nominated to Top 40 under 40 by The National Trial Lawyers 2018-2019; Selected as a Super Lawyer by Super Lawyer Magazine 2016-present; Selected by Super Lawyers Magazine as Top 100 in Southern California in 2021-present; Selected by Super Lawyers Magazine as Top 50 in Orange County 2021-present; Received the Presidential Award of Merit from Consumer Attorneys of California (CAOC) in November 2022.

PUBLICATIONS:

Articles: *The Impact of Epic Systems Corp. v. Lewis: How Arbitration Will Impact Consumers Going Forward*, The Gavel, 2018; *Material Considerations When Screening For A Class Representative*, Plaintiff Magazine, 2020; *Collateral Damage, Beyond the Personal Injury: When Creditors and Collection Agencies Stalk Your Client*, Plaintiff Magazine, 2017; *Finding A Balance*, Nutrition Business Journal, Special Edition, 2016; *FDCPA: The Forgotten Statute*, Daily Journal, 2016; *Principles of Litigating Consumer Class Actions*, The Advocate, 2015.

Books: *Boy with Two Lives*, 2015; and *On Two Feet and Wings*, 2013.

SPEAKING ENGAGEMENTS:

Presented at numerous events on various legal topics, including: 2023 Mass Torts Made Perfect on Mass Arbitrations, 2023 CAOC Sonoma Seminar on Recent Trends and Developments in Mass Torts and Class Actions; 2022 CAOC Annual Convention on Hot Topics Surrounding Consumer Class Actions; 2022 Mass Torts Made Perfect Fall 2022 Seminar on the Nuts and Bolts of Mass Arbitrations; 2021 CAOC Annual Convention on Using Arbitration as a Sword; 2021 CAOC Sonoma Virtual Conference on Nuts & Bolts of Fighting Arbitration; 2021 Palm Springs Seminar Panel on Hot Topics In Mass Tort And Class Actions: What You Don't Know Might Get You Burned. Spoke on *Recent Developments in Labeling Class Actions*; Fundamentals of the FDCPA, NCLC 2019 Las Vegas Conference; "The interplay between Personal Injury and Class Actions," CAOC, Sonoma Seminar 2019; Mass Torts Made Perfect on Modern Trends in the TCPA, April of 2019; Consumer Financial Services Committee meeting entitled, *TCPA Litigation: Where Is It Heading Now?*, January 11, 2019; panelist at a webinar, *TCPA Takes A New Turn With the 9th Circuit's Ruling in Marks v. Crunch San Diego, LLC*, hosted by the Consumer Financial Services Committee of the American Bar Association, October 10, 2018; National webinar sponsored by Ballard Spahr LLP, entitled, *From Both Sides: Plaintiff and Defense Perspectives on the TCPA*, August 2018; Inland Empire CAOC Convention on "Class Action Hot Topics," May 2018; National Webinar by the ABA Consumer Financial Services Committee on TCPA Update – "The D.C. Circuit's TCPA Decision on the FCC Ruling, March 22, 2018; moderated the Judges Panel on Class Action Trends and Federal Litigation Trends at the NCLC Conference, March 2016; lectured on the TCPA before the ABA Business Law Section, Consumer Financial Services Committee in January 2016 at an event in Utah entitled, "Impact of the FCC's 2015 Rulings on TCPA Litigation"; Class Action Trends at the CAOC 2015 Conference in San Francisco, CA; panelist in a webinar, ABA Telephonic Brown Bag re: TCPA, August 25, 2015; ABA TCPA National Webinar (Consumer Protection, Privacy & Information Security, Private Advertising Litigation, and Media & Technology Committees), September 2013.

Speaker at various law schools, including Whittier Law School, Chapman Law School, University of California, Irvine, and California Western School of Law.

Often called upon to appear on radio and television shows to offer legal analysis, including on Dr. Drew Midday Live and Fox 5.

Adjunct professor at California Western School of Law teaching Consumer Law course.



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Partner

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Bar Admissions:
California and Nevada

Mona Amini is a Partner with Kazerouni Law Group, APC (KLG), which was established in 2007. KLG is a consumer rights and personal injury firm based in Costa Mesa, California. KLG has additional offices and attorneys located in Arizona, California, Minnesota, Nevada, New Jersey, New York, Texas, Utah, and Washington.

Ms. Amini has litigated numerous consumer rights cases, including individual matters as well as nationwide class actions against major corporations, on behalf of clients with claims arising out of the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, Telephone Consumer Protection Act, as well as other federal and state consumer protection statutes, including California data breach statutes such as the California Consumer Privacy Act (CCPA) and the California Confidentiality of Medical Information Act (CMIA).

Ms. Amini is a member of several local and national associations, including the Consumer Attorneys of California, National Association of Consumer Advocates, Orange County Bar Association, Orange County Trial Lawyers Association. In 2019, the Consumer Attorneys of California (CAOC) selected Ms. Amini from a pool of applicants for its 2019 Leadership Academy. Also, in 2022, Ms. Amini was chosen for membership into The National Trial Lawyers: Top 40 Under 40.

Ms. Amini was also selected by selected by Super Lawyers Magazine 2021-2024 for its list of Southern California Rising Stars, an honor reserved for those lawyers who exhibit excellence in practice. Only 2.5% of attorneys in Southern California receive this distinction.

KAZEROUNI LAW GROUP'S CLASS ACTION LITIGATION EXPERIENCE:

KLG has over 15 years of experience in representing plaintiffs in consumer litigation. KLG is a highly regarded class action firm and has litigated over 15,000 individual consumer rights cases. Some of KLG's more notable cases in the class action space include: *Vakilzadeh v. The Board of the Trustees of the California State University*, No. 20STCV23134 (Sup. Ct. Los Angeles) (denying in part and granting in part demurrer in COVID-19 student refund litigation; and appointed as interim co-lead class counsel); *Hill v. Quicken Loans, Inc.*, No. ED CV 19-0163 FMO (SPx), 2020 U.S. Dist. LEXIS 140980 (C.D. Cal. Aug. 5, 2020) (denying defendant's motion to dismiss and motion to compel arbitration of TCPA case); *Holt v. Foodstate, Inc.*, No. 1:17-cv-00637-LM, 2020 U.S. Dist. LEXIS 7265 (D.N.H. Jan. 16, 2020) (Class counsel in finally approved false advertising action, with a common fund \$2,100,000); *Delisle v. Speedy Cash*, No. 3:18-CV-2042-GPC-RBB, 2019 U.S. Dist. LEXIS 96981 (S.D. Cal. June 10, 2019) (denying defendant's motion to compel arbitration, for a second time); *Smith v. One Nev. Credit Union*, 2:16-cv-02156-GMN-NJK, 2019 U.S. Dist. LEXIS 54963 (D. Nev.) (finally approved Fair Credit Reporting Act class action settlement for \$600,000 on March 29, 2019); *Swigart v. Parcel Pending, Inc.*, 3:18-cv-02238-BEN-WVG (S.D. Cal.) (granting final approval to surreptitious call recording class action settlement); *McCurley et al. v. Royal Seas Cruises, Inc.*, 17-cv-00986-BAS-AGS (S.D. Cal.) (certified class achieved by motion in TCPA class action on behalf of over 2 million class members, on July 31, 2018); *Barrow v. JPMorgan Chase Bank, N.A.*, 1:16-cv-03577-AT (N.D. Ga.) (Class counsel in TCPA class action settlement with \$2,250,000 common fund, finally approved on

November 6, 2018); *Giffin v. Universal Protein Supplements Corporation d/b/a Universal Nutrition et al.*, No. BC613414 (Sup. Ct. Los Angeles) (finally approved class action settlement alleging violation of California Made in USA law); *Medeiros v. HSBC Card Services, Inc. et al.*, 2017 U.S. LEXIS 178484 (C.D. Cal. Oct. 23, 2017) (finally approved surreptitious call recording class settlement for \$13,000,000); *Hooker v. Sirius XM Radio Inc.*, 4:13-cv-00003-AWA-LRL (E.D. Va., December 22, 2016) (co-lead counsel in finally approved TCPA class action settlement with fund of \$35,000,000); *Gebrich v. Chase Bank, N.A.*, 12-cv-5510 (N.D. Cal.) (co-lead counsel in finally approved TCPA class action settlement for \$34,000,000); *Newman v. AmeriCredit Financial Services*, 11-cv-03041-DMS-BLM (S.D. Cal.) (Co-lead counsel in finally approved TCPA settlement for over \$6,500,000 on March 28, 2016); *Chen v. Allstate Ins. Co.*, 819 F.3d 1136 (9th Cir. 2016) (order affirming decision finding unaccepted offer of judgment under Fed. R. Civ. P. 68 did not moot the plaintiff's individual claims); *Macias v. Water & Power Community Credit Union*, BC515936 (Sup. Ct. Los Angeles) (final approval in Rosenthal Fair Debt Collection Practices Act class settlement in 2016); *Mount v. Wells Fargo Bank, N.A.*, BC395959 (Sup. Ct. Los Angeles) (final approval of surreptitious call recording class action for \$5,600,000); *Oxina v. Lands' End, Inc.*, 3:14-cv-02577-MMA-NLS (S.D. Cal. 2016) (finally approved settlement under California Made in the USA statute); *LaPuebla v. BirchBox, Inc.*, 3:15-cv-00498-BEN-BGS (S.D. Cal. 2016) (finally approved settlement in auto-renewal violation action); *Mills v. HSBC Bank Nevada, N.A.*, Case No. 12-CV-04010-SI (N.D. Cal.) (finally approved TCPA class action settlement for \$39,975,000); *Hoffman v. Bank of America Corporation*, 12-CV-00539-JAH-DHB (S.D. Cal.) (co-lead counsel in California class action settlement under Penal Code 632, *et seq.*, with a common fund of \$2,600,000, finally approved on November 6, 2014); *In Re: Portfolio Recovery Associates, LLC Telephone Consumer Protection Act Litigation*, 11-md-02295-JAH (BGS) (Counsel for a plaintiff in the lead action, prior to the action being recategorized through the multi-district litigation process); *In Re: Midland Credit Management, Inc., Telephone Consumer Protection Act Litigation*, 11-md-2286-MMA (MDD) (S.D. Cal.) (Counsel for a plaintiff in the lead action, prior to the action being recategorized through the multi-district litigation process; finally approved for \$18,000,000); *Malta, et al. v. Wells Fargo Home Mortgage, et al.*, 10-CV-1290-IEG (BLM) (Co-lead counsel, TCPA settlement of \$17.1 Million finally approved in 2013).

Prior experience in products liability litigation includes obtaining a \$2,500,000 settlement in 2008 in *Mei Lu Hwei, et al. v. American Honda Motor Co., Inc., et al.*, BC401211 (Sup. Ct. Los Angeles).

Served as appointed Co-Lead Counsel in a federal securities class action in *Jiao et al. v. Merrill Lynch Pierce Fenner & Smith, Inc. et al.*, No. 3:17-cv-00409-L-MDD (S.D. Cal.).

Presented oral argument before the Ninth Circuit Court of Appeals in *Marks v. Crunch San Diego, LLC*, No. 14-56834 (December 6, 2016), with a unanimous published decision in favor of client, *Marks v. Crunch San Diego, LLC*, No. 14-56834, 2018 U.S. App. LEXIS 26883 (9th Cir. Sept. 20, 2018); *Knutson v. Sirius XM Radio, Inc.*, No. 12-56120 (February 7, 2014); and three times in *Afewerki v. Anaya Law Group*, Nos. 15-55100 (April 7, 2017), 18-56510 (May 15, 2019), and 19-56486 (Jan. 21, 2021).

Prior experience in data breach class actions includes: *McAfee et al. v. Treasure Island, LLC*, No. A-18-772302-C, 2019 Nev. Dist. LEXIS 421 (D. Nev.) (finally approved in data breach action, May 23, 2019); *Santana, et al. v. Rady Children's Hospital – San Diego*, Case No. 37-2014-0002241 (Super. Ct. Cal. Feb. 8, 2019) (finally approved California Confidentiality of Medical Information Act (CMIA) class action that settled shortly before trial, providing approximately 14,100 class members with the benefit in the form of \$6,764,616 of credit monitoring and identity theft protection packages, \$5,000,000 cash payment, and \$1,800,000 in remedial measures, for a total value at over \$13.5 million); *R.O., et al. v. Rady Children's Hospital – San Diego*, No. 37-2020-00011841-CU-BT-CTL (California CMIA class action settlement, granted final approval on December 10, 2021); *Newman v. JM Bullion, Inc.*, No. BCV-21-100436-BCB (CCPA data breach class action, granted final approval on June 30, 2022); *Kolar v. CSI Financial Services, LLC*, No. 37-2021-00030426-CU-NP-CTL (Super. Ct. Cal. Jan. 20, 2023) (finally approved data breach class action settlement); *Stoffers v. Dave, Inc.*, No. 20STCV35381 (California Consumer Privacy Act (CCPA) data breach class action settlement, granted final approval), *In re Planned Parenthood Los Angeles Litigation*, Lead Case No. 21STCV44106 (data breach class action, KLG appointed as Liaison Counsel); *Nulf v. Alvaria, Inc., et al.*, Case No. 1:23-cv-10999 (D. Mass.) (Ms. Amini appointed Liaison Counsel and Interim Class Counsel); *McCartney, et al. v. Ventura County Credit Union*, No. 2023CUPP011569 (Ms. Amini appointed to Plaintiffs' Executive Committee serving as Interim Class Counsel), *In re loanDepot Data Breach Litigation*, No. 8:24-cv-00136-DOC-JDE (C.D. Cal.), as well as other pending matters.

EXHIBIT 4

Larson LLP is a boutique litigation firm with 50 lawyers across four offices in the United States and United Kingdom. Stephen G. Larson and Robert C. O'Brien founded Larson LLP in January 2016 with only 9 other lawyers. Determined to build a law firm that could win any case, against any opponent, in any jurisdiction, the firm focused on courtroom results as its primary means to drive growth. Drawing on Stephen Larson's experience as a former Assistant United States Attorney, U.S. Magistrate Judge, U.S. District Judge, and extensive trial and appellate experience in private practice, and Robert O'Brien's extensive government and AmLaw firm leadership experience, Larson LLP developed a reputation as one of the most skillful trial litigation firms in the country, attracting additional attorney talent from the countries' top law firms, the judiciary, and the government.

Larson LLP now represents plaintiffs and defendants in numerous areas of practice, including Appellate litigation, Complex Civil and Class Action litigation, Antitrust and Competition litigation, Civil Rights Litigation, Intellectual Property litigation, International Arbitration, Media and Entertainment litigation, Partnership Disputes and Securities litigation, Real Estate litigation, Internal Investigations and Compliance, and White-Collar Defense and Government Investigations.

Larson LLP's representative clients have included Walt Disney Co., LACERA, Malouf Home, Aimco, Cedars Sinai, City of Hope, CR&R Environmental Services, IBM, HBO, Live Nation Entertainment, FedEx, Korbel Champagne Cellars, Deutsch Family Spirits, Mercer Global Advisors, Cathay Bank, Mission Bank, Eurasian Natural Resources Corporation, Orange County Water District, Majestic Realty Co., Hewlett Packard, Sunrun, and World Oil; several States and Counties; current and former federal, state, and local government officials; and numerous C-suite executives from Fortune 500 companies.

Larson LLP's talented attorney bench has been recognized by the following:

- Ranked by Chambers USA as a Litigation: Specialist Firm and two partners ranked for White-Collar Crime & Government Investigations (2022-2023);
- Ranked a Tier 1 Firm in Los Angeles for Commercial Litigation and Criminal Defense: White-Collar by U.S. News - Best Lawyers® "Best Law Firms," with nine partners recognized in The Best Lawyers in America© (2015-present);
- Named a Top Boutique for litigation in California by Daily Journal (2021);
- Mr. Larson consistently selected to Daily Journal's annual list of Top 100 Lawyers in California (2016-present) and another Partner (Hilary Potashner) named to annual list of Top Women Attorneys (2022-2023);
- Mr. Larson named White Collar Crime/Investigations Litigator of the Year (2022) by Benchmark Litigation and four other partners recognized as Litigation Stars (2019-present);
- Partner (Hilary Potashner) named 2020 Defense Attorney of the Year by the Los Angeles County Bar Association Criminal Justice Section; and

- Eight partners recognized by Los Angeles Business Journal as among the most influential people, leading litigators, and top women attorneys in Los Angeles (2016-present).

Stephen G. Larson

Mr. Larson is admitted to practice in California and District of Columbia state courts, as well as before the U.S. Supreme Court, U.S. Court of Appeals for the Federal, First, Eighth, Ninth, Tenth Circuits; U.S. Court of Federal Claims; Court of International Trade; and the U.S. District Court for the Central, Eastern, Northern, and Southern District of California.

As a federal judge for nearly a decade, Mr. Larson adjudicated over a thousand cases, including:

- *United States v. Nazario*: a Military Extraterritoriality Jurisdiction Act case involving U.S. Marines accused of manslaughter during the battle of Fallujah;
- *United States v. Duro*: a dispute involving the U.S. Bureau of Indian Affairs' efforts to close a major migrant worker camp on the Torres Martinez Indian Reservation in the Coachella Valley; and
- *Siegel v. Warner Bros. Entertainment, Inc.*: a dispute regarding the determination of ownership of copyrights related to Superman.

As a Partner in private practice, numerous courts have relied on Mr. Larson's experience on the federal bench to resolve complex discovery disputes. Mr. Larson has been appointed as a Special Master and Discovery Referee in numerous matters, including the California State Court Opioid litigation (appointed by Judge Peter Wilson, Orange County Superior Court) and the JUUL Marketing MDL (appointed by Judge William Orrick, Northern District of California).

In the last several years, Mr. Larson has helped obtain over \$500 million in recoveries for clients (plaintiffs and defendants) in an array of complex disputes. These recoveries include a \$154 million settlement in *In Re: Snap Inc. Securities Litigation*, No. 2:17-cv-03679; \$65 million from San Bernardino County for civil rights claims involving allegations of a retaliatory investigation and malicious prosecution in *Colonies Partners LP v. County of San Bernardino*, No. 5:18-cv-00420; \$65 million from a regional healthcare provider and its founder in *United States ex rel. Karin Berntsen v. Prime Healthcare Services, Inc., et al.*, No. 11-cv-08214; and over \$40 million for the State of Arizona and the State of Oklahoma from Volkswagen AG, et al. as a result of the "clean diesel" scandal.

Most recently, Larson LLP, Lieff Cabraser Heimann & Bernstein LLP, and Aitken Aitken Cohn (as co-lead class counsel) recovered \$95 million for class plaintiffs in *Gutierrez, Jr. et al. v. Amplify Energy Corp. et al.* No. 8:21-cv-01628, the lawsuit arising from the pipeline break and oil spill of the coast of Southern California.

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Mr. Larson received his Bachelor of Science in Foreign Service from Georgetown University and his Juris Doctor degree from the University of Southern California, Gould School of Law.

Respectfully submitted,



Stephen G. Larson

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EXHIBIT 5



FIRM RESUME /
BIOGRAPHY OF GARY M. KLINGER



Milberg Coleman Bryson Phillips Grossman (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America. Combining decades of experience, Milberg was established through the merger of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP.

Milberg prides itself on providing thoughtful and knowledgeable legal services to clients worldwide across multiple practice areas. The firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims’ rights. We have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar service to our clients. We have repeatedly been recognized as leaders in the plaintiffs’ bar and appointed to numerous leadership roles in prominent national mass torts and class actions.

Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder right services, both domestically and globally.

In the United States, Milberg currently holds more than 100 court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Chicago, Florida, Georgia, Illinois, Kentucky, Louisiana, Mississippi, New Jersey, New York, North Carolina, South Carolina, Tennessee, Washington, Washington D.C., and Puerto Rico. Milberg’s commitment to its clients reaches beyond the United States, litigating antitrust, securities, and consumer fraud actions in Europe and South America, with offices located in the United Kingdom, and the Netherlands. Milberg prides itself on providing excellent service worldwide.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, Time Magazine, Lawdragon, and Super Lawyers, among others.

“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”
- THE NEW YORK TIMES

PRACTICE AREAS

SECURITIES FRAUD

Milberg pioneered the use of class action lawsuits to litigate claims involving investment products, securities, and the banking industry. Fifty years ago, the firm set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg remains among the most influential securities litigators in the United States and internationally.

Milberg and its attorneys were appointed Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases throughout its history.

ANTITRUST & COMPETITION LAW

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

FINANCIAL LITIGATION

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

CONSUMER PROTECTION

Milberg's Consumer Protection Practice Group focuses on improving product safety and protecting those who have fallen victim to deceptive marketing and advertising of goods and services and/or purchased defective products. Milberg attorneys have served as Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases alleging the sale of defective products, improper marketing of products, and violations of consumer protection statutes.

DANGEROUS DRUGS & DEVICES

Milberg is a nationally renowned firm in mass torts, fighting some of the largest, wealthiest, and most influential pharmaceutical and device companies and corporate entities in the world. Our experienced team of attorneys has led or co-led numerous multidistrict litigations of defective drugs and medical devices.

EMPLOYMENT & CIVIL RIGHTS

Milberg's Employment & Civil Rights attorneys focus on class actions and individual cases nationwide arising from discriminatory banking and housing practices, unpaid wages and sales commissions, improperly managed retirement benefits, workplace discrimination, and wrongful termination.

ENVIRONMENTAL LITIGATION & TOXIC TORTS

Milberg's Environmental Litigation & Toxic Torts Practice Group focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. Milberg and its attorneys have held leadership roles in all facets of litigation in coordinated proceedings, with a particular focus on developing the building blocks to establish general causation, which is often the most difficult obstacle in an environmental or toxic tort case.

STATE & LOCAL GOVERNMENTS

Milberg attorneys are dedicated to defending the Constitutional and statutory rights of individuals and businesses that are subjected to unlawful government exactions and fees by state and local governments or bodies.

CYBERSECURITY & DATA PRIVACY

Milberg is a leader in the fields of cyber security, data breach litigation, and biometric data collection, litigating on behalf of clients – both large and small – to change data security practices so that large corporations respect and safeguard consumers' personal data.

APPELLATE

Consisting of former appellate judges, experienced appellate advocates, and former law clerks who understand how best to present compelling arguments to judges on appeal and secure justice for our clients beyond the trial courts, Milberg's Appellate Practice Group boasts an impressive record of success on appeal in both state and federal courts.

LEADERSHIP ROLES

In re: Google Play Consumer Antitrust Litigation
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation
In re: Blackbaud Inc., Customer Data Breach Litigation
In re: Paragard IUD Products Liability Litigation
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation
In re: Allergan Biocell Textured Breast Implant Products Liability Litigation
In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation
In re: Guidant Corp. Implantable Defibrillators Product Liability Litigation
In re: Ortho Evra Products Liability Litigation
In re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation
In re: Kugel Mesh Hernia Patch Products Liability Litigation
In re: Medtronic, Inc. Sprint Fidelis Leads Products Liability Litigation
In re: Stand 'N Seal Products Liability Litigation
In re: Chantix (Varenicline) Products Liability Litigation
In re: Fosamax (alendronate Sodium) Products Liability Litigation
In re: Benicar (Olmesartan) Products Liability Litigation
In re: Onglyza (Saxagliptin) & Kombiglyze Xr (Saxagliptin & Metformin) Products Liability Litigation
In re: Risperdal and Invega Product Liability Cases
In re: Mirena IUS Levonorgestrel-Related Products Liability Litigation
In re: Incretin-based Therapies Product Liability Litigation
In re: Reglan/Metoclopramide
In re: Levaquin Products Liability Litigation
In re: Zimmer Nexgen Knee Implant Products Liability Litigation
In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation
In re: Propecia (Finasteride) Products Liability Litigation
In re: Transvaginal Mesh (In Re C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; In Re Ethicon, Inc., Pelvic Repair System Products Liability Litigation; In Re Boston Scientific, Inc., Pelvic Repair System Products Liability; In Re American Medical Systems, Pelvic Repair System Products Liability, and others)
In re: Fluoroquinolone Product Liability Litigation
In re: Depuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation
In re: Recalled Abbott Infant Formula Products Liability Litigation
Home Depot, U.S.A., Inc. v. Jackson
Webb v. Injured Workers Pharmacy, LLC

NOTABLE RECOVERIES

\$4 Billion Settlement

In re: Prudential Insurance Co. Sales Practice Litigation

\$3.2 Billion Settlement

In re: Tyco International Ltd., Securities Litigation

\$1.14 Billion Settlement

In Re: Nortel Networks Corp. Securities Litigation

\$1 Billion-plus Trial Verdict

Vivendi Universal, S.A. Securities Litigation

\$1 Billion Settlement

NASDAQ Market-Makers Antitrust Litigation

\$1 Billion Settlement

W.R. Grace & Co.

\$1 Billion-plus Settlement

Merck & Co., Inc. Securities Litigation

\$775 Million Settlement

Washington Public Power Supply System Securities Litigation

\$586 Million Settlement

In re: Initial Public Offering Securities Litigation

GARY M. KLINGER

Gary M. Klinger is a Senior Partner at Milberg and Chair of its Cybersecurity and Data Privacy Practice Group. Mr. Klinger is recognized as one of the most respected data privacy attorneys in the United States, having been ranked by Chambers and Partners as Band 3 for Privacy & Data Security Litigation (2024)¹ and having been selected to Lawdragon's 500 Leading Litigators in America for his accomplishments in privacy litigation (2024).² Law360 recently highlighted Mr. Klinger's work in the privacy space.³

Mr. Klinger has extensive experience serving as leadership in numerous privacy class actions, including as lead or co-lead counsel in the largest data breaches in the country.⁴ Mr. Klinger and his firm are largely responsible for developing the favorable case law that many plaintiffs rely on in the data breach space.⁵ Mr. Klinger has also successfully litigated privacy class actions through class certification. *E.g.*, *Karpilovsky v. All Web Leads, Inc.*, No. 17 C 1307, 2018 WL 3108884, at *1 (N.D. Ill. 2018).

Over the past 3 years, Mr. Klinger has settled on a classwide basis more than one hundred (100) class actions involving privacy violations, the majority of which are data breaches, in state and federal courts across the country as lead or co-lead counsel. To his knowledge, no other attorney in the country has settled and won court approval of more data breach class actions during this period. Representative cases include:

- *Parris, et al., v. Meta Platforms, Inc.*, Case No.2023LA000672 (18th Cir. DuPage Cty., Ill.) (where Mr. Klinger serves as lead counsel and obtained a settlement of \$64.5 million for 4 million consumers in a privacy class action);
- *Boone v. Snap, Inc.*, Case No. 2022LA000708 (18th Cir. DuPage Cty., Ill.) (where Mr. Klinger served as lead counsel and obtained a settlement of \$35 million for 3 million consumers in a privacy class action);
- *In re: East Palestine Train Derailment*, No. 23-cv-00242 (N.D. Ohio) (where Mr. Klinger serves on the leadership team that obtained a settlement of \$600 million in a complex class action).

¹ Only three plaintiffs' lawyers in the country received the distinction of being ranked by Chambers and Partners for Privacy & Data Security Litigation.

²See <https://chambers.com/lawyer/gary-klinger-usa-5:26875006>; <https://www.lawdragon.com/guides/2023-09-08-the-2024-lawdragon-500-leading-litigators-in-america>.

³ <https://www.law360.com/articles/1854005/rising-star-milberg-s-gary-klinger>.

⁴ See, e.g., *Isiah v. LoanDepot, Inc.*, 8:24-cv-00136-DOC-JDE (C.D. Cal.) (where Mr. Klinger is co-lead counsel in a data breach involving more than 17 million consumers); *In re Movelt Customer Data Security Breach Litigation*, 1:23-md-03083 (D. Mass.) (where Mr. Klinger was appointed to the leadership committee in multi-district litigation involving a data breach that impacted more than 95 million consumers).

⁵ See e.g., *Webb v. Injured Workers Pharmacy, LLC*, 72 F.4th 365 (1st Cir. 2023) (Milberg attorneys obtained a decision from the First Circuit reversing the dismissal with prejudice of a data breach case and finding Article III standing); *In re Arthur J. Gallagher Data Breach Litig.*, 631 F. Supp. 3d 573, 586 (N.D. Ill. 2022) (Milberg attorneys largely defeated a motion to dismiss in a data breach case involving 3 million consumers); *In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-MN-02972-JMC, 2021 WL 2718439, at *1 (D.S.C. July 1, 2021) (Milberg attorneys defeated a standing challenge in a 10 million person data breach case).

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Woodinville, Washington 98072

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5335 Wisconsin Avenue NW, Suite 440
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NETHERLANDS

UNITED KINGDOM



EXHIBIT 6

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
RYAN AZINGER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, Ryan Azinger, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

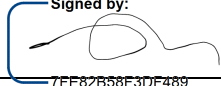
25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
28

1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 11/25/2024 day of November 2024.

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Signed by:

7FE82B58F3DF489...
Ryan Azinger

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
MAURICE BECKWITH IN
SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Maurice Beckwith, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
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1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 11/25/2024 day of November 2024.

DocuSigned by:

MAURICE BECKWITH

0DB83E8003B4480...

Maurice Beckwith

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
JOSHUA BELLER IN SUPPORT
OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, Joshua Beller, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

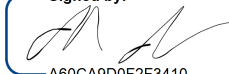
19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
28

documents and information requested by my attorneys regarding the data breach and provided that to my attorneys. I also discussed, reviewed, and approved the terms of the Settlement Agreement.

8. I understand that my attorneys intend to ask the Court to award me a \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my participation as a named plaintiff and class representative in this case. I understand this award is discretionary and must be approved by the Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 11/25/2024 day of November 2024.

Signed by:

A60CA9D0E2E3410

Joshua Beller

ROBINSON CALCAGNIE, INC.

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drobenson@robinsonfirm.com
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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
TRACY BROWN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, Tracy Brown, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

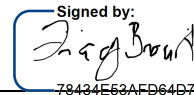
19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
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1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 11/25/2024 day of November 2024.

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Signed by:
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Tracy Brown

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
DEBRA COE IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, Debra Coe, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
28

1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 2nd day of December 2024.

Signed by:



4BFD4B700054402...

Debra Coe

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
VIDAL HERNANDEZ IN
SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Vidal Hernandez, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

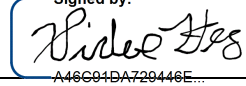
19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
28

documents and information requested by my attorneys regarding the data breach and provided that to my attorneys. I also discussed, reviewed, and approved the terms of the Settlement Agreement.

8. I understand that my attorneys intend to ask the Court to award me a \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my participation as a named plaintiff and class representative in this case. I understand this award is discretionary and must be approved by the Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 11/25/2024 ___ day of November 2024.

Signed by:

A46C01DA720446E...
Vidal Hernandez

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(866) 252-0878

Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

This Document Relates to: All Cases

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

**DECLARATION OF PLAINTIFF
DAROYA ISAAH IN SUPPORT
OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, Daroya Isaiah, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
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1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this ²⁶th day of November 2024.

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12 Daroya Isaiah
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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
JOSH KRIEGHAUSER IN
SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Joshua Kriegerhauser, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

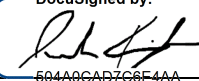
25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered

1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 11/25/2024 ___ day of November 2024.

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Joshua Kriegerhauser

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
ROBERT LASH IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, Robert Lash, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

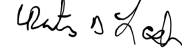
25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
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1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 11/25/2024 ___ day of November 2024.

Signed by:



0799DFEE9F9C424...

Robert Lash

ROBINSON CALCAGNIE, INC.

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

This Document Relates to: All Cases

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

**DECLARATION OF PLAINTIFF
MATTHEW MCFALL IN
SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Matthew McFall, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
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1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 25th day of November 2024.

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12 Matthew McFall
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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
DEBORAH MCPHAIL IN
SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Deborah McPhail, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
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16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

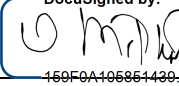
25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
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1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 11/25/2024 ___ day of November 2024.

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DocuSigned by:

150F0A105851430...
Deborah McPhail

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

This Document Relates to: All Cases

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

**DECLARATION OF PLAINTIFF
LORETTA MONTGOMERY IN
SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Loretta Montgomery, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
28

1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this ___ day of November 2024.

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11 Loretta Montgomery (Nov 30, 2024 12:50 EST)

12 Loretta Montgomery
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2024.11.25 loanDepot - Class Rep Dec - Loretta Montgomery

Final Audit Report

2024-11-30

Created:	2024-11-26
By:	Todd Becker (becker@kolawyers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkRByUpNUDH76W0iUkyJzcKeso1dO0ZJo

"2024.11.25 loanDepot - Class Rep Dec - Loretta Montgomery" History

-  Document created by Todd Becker (becker@kolawyers.com)
2024-11-26 - 3:00:29 PM GMT- IP address: 67.205.197.95
-  Document emailed to thriftypmonty@gmail.com for signature
2024-11-26 - 3:00:59 PM GMT
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-  Email viewed by thriftypmonty@gmail.com
2024-11-30 - 4:29:59 PM GMT- IP address: 74.125.210.135
-  Signer thriftypmonty@gmail.com entered name at signing as Loretta montgomery
2024-11-30 - 5:50:27 PM GMT- IP address: 172.58.244.176
-  Document e-signed by Loretta montgomery (thriftypmonty@gmail.com)
Signature Date: 2024-11-30 - 5:50:29 PM GMT - Time Source: server- IP address: 172.58.244.176
-  Agreement completed.
2024-11-30 - 5:50:29 PM GMT

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
 Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
 KYLE NUNNELLY IN SUPPORT
 OF PLAINTIFFS' MOTION FOR
 PRELIMINARY APPROVAL OF
 CLASS ACTION SETTLEMENT**

1 I, Kyle Nunnelly, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
28

documents and information requested by my attorneys regarding the data breach and provided that to my attorneys. I also discussed, reviewed, and approved the terms of the Settlement Agreement.

8. I understand that my attorneys intend to ask the Court to award me a \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my participation as a named plaintiff and class representative in this case. I understand this award is discretionary and must be approved by the Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 11/25/2024 ___ day of November 2024.

DocuSigned by:
Kyle Nunnelly
 CF1F8DA6720A46E...
 Kyle Nunnelly

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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
LORENZ PRAEFCKE IN
SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Lorenz Praefcke, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
28

1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 11/25/2024 ___ day of November 2024.

DocuSigned by:



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Lorenz Praefcke

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Interim Co-Lead Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
NAILAH RICCO-BROWN IN
SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

I, Nailah Ricco-Brown, declare as follows:

1. I am a named plaintiff in this lawsuit and am over eighteen years old. If called as a witness, I could testify competently regarding the following matters.

2. Through my counsel, I filed this class action lawsuit alleging that loanDepot failed to adequately secure and safeguard its networks, resulting in a massive data breach where the personally identifiable information of approximately 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

3. I submit this declaration in support of the Motion for Preliminary Approval of the settlement in this case.

4. After consulting with my attorneys and reviewing the Settlement Agreement, I agreed to and approved the class settlement in this case.

5. I understand that the Settlement Agreement requires loanDepot to establish a cash settlement fund of \$25 million which will be used to provide participating settlement class members with a monetary payment, reimbursement of out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance services. I also understand that the cash settlement fund will be used to cover notice and administration costs, attorneys' fees and costs, and potential service awards to me and the other named plaintiffs.

6. I am willing to serve as a class representative in this case, including for purposes of settlement. I understand the duties of a class representative and will represent the interests of Settlement Class Members. I do not know of or foresee any conflicts of interest between myself and any Settlement Class Members, or the other named plaintiffs. I believe my claims, and the claims of Settlement Class Members, are very similar, and I believe that the Settlement is a fair outcome for all of us.

7. I voluntarily participated in this lawsuit. I consulted with my attorneys about my experience with loanDepot and the data breach to help draft the lawsuit, reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered

1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of
6 my participation as a named plaintiff and class representative in this case. I
7 understand this award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of
9 America that the foregoing is true and correct. Executed this ___ day of November
10 2024.

11 *Nailah Ricco-Brown*

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13 Nailah Ricco-Brown
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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

This Document Relates to: All Cases

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

**DECLARATION OF PLAINTIFF
BRANISLAV SASIC IN SUPPORT
OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, Branislav Sasic, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
28

1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 25th day of November 2024.

10 *Branislav Sasic*

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12 Branislav Sasic
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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
JESSICA SCHULER IN SUPPORT
OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, Jessica Schuler, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered

1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 11/25/2024 day of November 2024.

DocuSigned by:

Jessica Schuler

5634D681DDE64AD...

Jessica Schuler

ROBINSON CALCAGNIE, INC.

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Michael W. Olson (SBN 312857)
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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

This Document Relates to: All Cases

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

**DECLARATION OF PLAINTIFF
VARUN SINGH IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, Varun Singh, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
28

1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 26th day of November 2024.

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12 Varun Singh
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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

This Document Relates to: All Cases

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

**DECLARATION OF PLAINTIFF
DAVID WARE IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, David Ware, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.

25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
28

1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 25th day of November 2024.

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11 _____
12 David Ware
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Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re loanDepot Data Breach Litigation

Case No.: 8:24-cv-00136-DOC-JDEx

Assigned for All Purposes to:
Courtroom 10A; Hon. David O. Carter

This Document Relates to: All Cases

**DECLARATION OF PLAINTIFF
ALPHONSO WOODS IN SUPPORT
OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, Alphonso Woods, declare as follows:

2 1. I am a named plaintiff in this lawsuit and am over eighteen years old. If
3 called as a witness, I could testify competently regarding the following matters.

4 2. Through my counsel, I filed this class action lawsuit alleging that
5 loanDepot failed to adequately secure and safeguard its networks, resulting in a
6 massive data breach where the personally identifiable information of approximately
7 16.9 million individuals was accessed and exfiltrated by unauthorized parties.

8 3. I submit this declaration in support of the Motion for Preliminary
9 Approval of the settlement in this case.

10 4. After consulting with my attorneys and reviewing the Settlement
11 Agreement, I agreed to and approved the class settlement in this case.

12 5. I understand that the Settlement Agreement requires loanDepot to
13 establish a cash settlement fund of \$25 million which will be used to provide
14 participating settlement class members with a monetary payment, reimbursement of
15 out-of-pocket costs up to \$5,000, and financial monitoring and identity theft insurance
16 services. I also understand that the cash settlement fund will be used to cover notice
17 and administration costs, attorneys' fees and costs, and potential service awards to me
18 and the other named plaintiffs.

19 6. I am willing to serve as a class representative in this case, including for
20 purposes of settlement. I understand the duties of a class representative and will
21 represent the interests of Settlement Class Members. I do not know of or foresee any
22 conflicts of interest between myself and any Settlement Class Members, or the other
23 named plaintiffs. I believe my claims, and the claims of Settlement Class Members,
24 are very similar, and I believe that the Settlement is a fair outcome for all of us.


25 7. I voluntarily participated in this lawsuit. I consulted with my attorneys
26 about my experience with loanDepot and the data breach to help draft the lawsuit,
27 reviewed the lawsuit, and strategized regarding the claims and defenses. I gathered
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1 documents and information requested by my attorneys regarding the data breach and
2 provided that to my attorneys. I also discussed, reviewed, and approved the terms of
3 the Settlement Agreement.

4 8. I understand that my attorneys intend to ask the Court to award me a
5 \$2,500 service award to be paid by loanDepot from the Settlement Fund in light of my
6 participation as a named plaintiff and class representative in this case. I understand this
7 award is discretionary and must be approved by the Court.

8 I declare under penalty of perjury under the laws of the United States of America
9 that the foregoing is true and correct. Executed this 11/25/2024 day of November 2024.

DocuSigned by:



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Alphonso Woods

CERTIFICATE OF SERVICE

I hereby certify that on December 2, 2024, I caused the foregoing to be filed electronically using the Court's electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

Dated: December 2, 2024

/s/ Daniel S. Robinson
Daniel S. Robinson